

CONTRACT #34
RFS # 349.03-404
FA # 05-16156-00

Department of Safety

VENDOR:
Intergraph Corporation

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	349.03-404		
2) State Agency Name :	Safety		
EXISTING CONTRACT INFORMATION			
3) Service Caption :	Computer Aided Dispatch System		
4) Contractor :	Intergraph Public System		
5) Contract #	FA-05-16156-01		
6) Contract Start Date :			10/1/04
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			9/30/09
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			\$1,898,944.00
PROPOSED AMENDMENT INFORMATION			
9) <u>Proposed</u> Amendment #			3
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)			7/15/08
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			9/30/09
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			\$2,619,276.00
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
14) Description of the Proposed Amendment Effects & Any Additional Service :			
Amendment adds following enhancements to Safety's Computer Aided Dispatch (CAD) system: - Automatic Vehicle Location (AVL) System (Included in RFP and original contract price quote as a core Computer Aided Dispatch system option). Inclusion of AVL will provide CAD and mobile users with dynamic map updates of unit			

location; increasing dispatch efficiencies and trooper safety. Addition of AVL interface module will include added software maintenance/technical support charges to CAD operating costs.

- The Intergraph Management, Analysis, and Reporting System (I/MARS) allows users to extract meaningful information from the CAD data. The Intergraph CAD system was delivered with client licenses supporting three (3) concurrent I/MARS users, increasing the number of concurrent user licenses to 12 users (addition of nine (9) I/MARS client licenses), will allow statewide simultaneous access by THP District administrative and command staffs. Increasing number of I/MARS client licenses will include added software maintenance/technical support charges to CAD operating costs.
- Upgrade CAD Map – Load Tennessee State Base map to CAD system with interstate, U.S., and major state highway mile markers and all THP district boundaries, ESZ, WSZ, special addresses and commonplace naming. Includes map maintenance training for three (3) Safety CAD administrator/mapping personnel
- Enhancement of Intergraph CAD I/Informer (query application) and I/Mobile (remote CAD access application) to provide photo imagery with returns for trooper queries on driver's licenses.
- Upgrade Intergraph CAD, I/Mobile, and I/MDT software applications and interfaces. Latest version of Intergraph's CAD solution provides dispatchers and troopers with enhanced access to critical information and imagery. CAD 8.1 supports Oracle Data Guard for improved database backup and disaster recovery.
- Adds software maintenance/support and training for I/Map Editor
- Adds CAD System Support and Enhancements (CSSE) Statement of Work process

15) Explanation of Need for the Proposed Amendment :

Inclusion of the automatic vehicle location (AVL) system contract option provides dynamic update of unit locations to CAD map which will greatly streamline dispatch efficiency, decrease unit response times, and increase trooper safety in the event of an officer involved emergency. Addition of nine (9) CAD IMARS client licenses will provide increased availability to THP administrative and command staff users. Increased access to the IMARS application will assist THP management staff in extracting information from CAD to more effectively manage and direct Safety resources towards increasing the safety of the motoring public. Enhancement of the Intergraph CAD software applications will afford troopers with photo imagery for associated drivers license query returns at roadside during traffic stops ensuring positive recognition. While photo imagery is available to dispatch personnel using fixed workstations and a third party query application, trooper queries using the Intergraph remote CAD application over the mobile data network are currently unable to receive driver license photo images. Inclusion of photo imagery with driver license query information will expedite traffic stop resolution while increasing the safety of both the troopers and motorists. Upgrade of CAD software applications will provide enhanced dispatcher and trooper access to critical information while increasing system reliability/survivability ensure continued compatibility with current ancillary systems. Load of Tennessee State base map to CAD system. I/Map Editor 6.0 is provided by CAD vendor at no charge under existing Intergraph software maintenance/support contract, application delivers streamlined CAD map maintenance by bringing CAD map processing tools (GeoMedia Professional and I/Map Editor 6.0) into a single environment and provides enhanced GIS functionality that can be used to query, analyze, and edit spatial data. CAD System Support and Enhancement (CSSE) Statement of Work Process enables Safety to secure modifications and or enhancements to the CAD vendors proprietary software applications required to meet public safety operational or environmental changes.

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Intergraph Corporation, 241 Business Park Blvd., Madison, Alabama 35758

17) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

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Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

19) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

CAD RFP# 349.03-404 PA18 A.1. GENERAL SYSTEM REQUIREMENTS states "Functionality is to be included for a map-centric Computer Aided Dispatch (CAD) system with capability to add an integrated Records Management System (RMS), mobile CAD, and Automated Vehicle Location (AVL) modules for law enforcement and emergency management agencies." Initial contract focus was on the core CAD system, however; the intent was to exercise system options to provide a fully integrated CAD system providing true roadside data collection capabilities. In order to field an integrated/homogeneous CAD system the CAD RFP required vendor quotes to include quotes for RMS, mobile CAD, and AVL. All quotes were factored into determination of the selection of vendor for contract award.

Required software upgrades and enhancements will require redevelopment of unique system interfaces and rebuild/customization of vendor's proprietary software applications to support imagery with CAD and mobile user queries.

21) Justification for the Proposed Non-Competitive Amendment :


Requested amendment adds the AVL option included in contract price quote, increases the number of Intergraph proprietary IMARS application client licenses already in use with CAD system, and implements non-standard enhancement to existing Intergraph proprietary CAD applications. CAD software version upgrades are included under the CAD contract however additional funding must be added to the contract to cover required vendor implementation and interface development services required for migration to the upgrade CAD software version (CAD, I/Mobile, I/MDT upgrade).

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature



4/10/08

Date

**AMENDMENT THREE
TO CONTRACT FA-05-16156**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Safety, hereinafter referred to as the "State" and Intergraph Corporation, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. Add the following as New Section A.43

A.43. Automatic Vehicle Location (AVL) System

A.43.1. Supply the software and services required to provide an AVL system for the Intergraph CAD system.

A.43.2. The AVL system application is to reside on the Department of Safety's CAD Communications/Interface Server, providing dynamic position updates to CAD map on all CAD workstations and remote CAD user displays. The AVL application must have the ability to interoperate with legacy Trimble 450 GPS receivers installed in Tennessee Highway Patrol vehicles and with other commercially available GPS receivers that equal or exceed the specifications of the Trimble 450 GPS unit.

A.43.3. The AVL system must communicate with the CAD system through a server based application operating on the CAD Communications/Interface server, allowing users to display unit position information to CAD map and provide CAD users access a subset of AVL commands and queries of unit historical positional information. One license will be provided for the AVL system server product.

A.43.4. The AVL application must fully integrate with CAD system, providing dispatchers and troopers with the ability to view and query positional information for all active units. The AVL application must not prohibit the interface of GPS positional information for other applications (i.e. Crash Reporting or TRACS). At a minimum the AVL system must provide a mechanism to allow:

- a. The CAD operator to view real time positional information for all active mobile units
- b. The CAD system to automatically provide unit location information to the mobile unit
- c. The CAD operator with CAD supervisory permission/access to make inquiries from CAD/AVL on unit historical position information (at a minimum the system must have the capability to retrieve complete unit positional information for the duration of specified unit duty shift interval for the past thirty days)
- d. The mobile operator to retrieve current unit location information for automated entry into the Field Event Location field for I/Mobile user initiated events.

A.43.5. CONTRACTOR will provide the AVL system implementation, which includes planning, documentation, and on-site services required to install and configure the AVL system interface server product on the CAD communications server. Additionally, CONTRACTOR will verify proper system operation and integration with GPS equipped mobile CAD clients in a maximum of five (5) I/Mobile equipped PCs and train Safety CAD system administrator (or designated personnel) to perform installations on remaining THP mobile PCs.

A.43.6. Intergraph Public Safety will provide two (2) days of on-site AVL user and Administration training. Training will be done in Nashville at the THP District 3 Communications Center.

- a. One day of AVL administration training, class size may be up to four (4) students in a hands-on environment.
- b. One day of AVL user Train-the-Trainer training, class size may be up to twelve (12) students with one student to a mobile PC.

2. Add the following as New Section A.44

A.44. CONTRACTOR will provide development, testing, and implementation required to deliver driver license ID imagery to CAD I/Informer and I/Mobile clients.

3. Add the following as New Section A.45

A.45. CONTRACTOR will provide Intergraph Management Analysis and Reporting Systems (IMARS) client software licenses sufficient to support IMARS use by twelve (12) concurrent users.

4. Add the following as New Section A.46

A.46. Intergraph Computer Aided Dispatch (CAD), I/Mobile, and I/MDT software version upgrade.

A.46.1. Provide the software and services required to migrate the current Intergraph CAD system to the most recent major software version release for CAD, I/Mobile, and I/MDT (Version 8.1 or later).

A.46.2. CONTRACTOR will provide CAD, I/Mobile, and I/MDT upgrade implementation services, including on-site and remote services required to stage, install, configure, and test the CAD, I/Mobile, and I/MDT software upgrade and interfaces loaded to CAD servers and workstations. Additionally, CONTRACTOR will verify proper system operation including required integration with legacy ancillary applications.

a. Hardware Staging

1. Onsite configuration of new servers and two workstations (one supervisor and one dispatcher) for pre-production testing at Nashville test location (THP District 3 Communications Center)
2. Loading of the required software, configuration of all settings necessary, and staging of 35 workstations to designated THP sites for installation

b. Configuration and problem resolution

c. Provide onsite (at THP District 3 Communications Center and onsite as required for remaining seven (7) THP dispatches) consultation on new Tow Truck/Wrecker services functionality and configuration modifications required to meet Safety Tow/Wrecker operational guidelines

d. CAD upgrade implementation (on-site at THP District 3 Communications Center and on site as required for remaining seven (7) THP District HQ dispatch offices)

e. Provide Post upgrade support

f. Load of interfaces on test communications server

g. Upgrade preparation and I/Mobile configuration validation with user

h. Update of I/Mobile client configuration

i. Written upgrade completion assessment

A.46.3. Contractor will provide two (2) days of on-site I/CAD Delta training for CAD users and two (2) days of on-site I/CAD Delta training for CAD System Administrators. Training will be conducted in Nashville at the THP District 3 Communications Center.

a. I/CAD Delta training for CAD user (Train-the-Trainer training) class size may be up to twelve (12) students in a hands-on environment.

b. I/CAD Delta training for CAD System Administrators, class size may be up to four (4) students in a hands-on environment.

5. Add the following as New Section A.47

A.47. CAD Map Upgrade – Contractor will load Tennessee State Base map to CAD system preserving all THP district boundaries, ESZ, WSZ, special addresses and common place naming. Map upgrade is to contain mile marker data for all Interstate, U.S., and major state highway systems. Subsequent to successful map update contractor will provide map maintenance training for three (3) Safety CAD administrator/mapping personnel.

6. Add the following as New Section A.48

A.48. Intergraph Map Editor Training – Contractor will provide twelve days of on-site training for Intergraph I/Map Editor training solution #5, class to accommodate a minimum of six (6) students). Training is to include Map Basics (schema, graphics, and technology basics), Map Process Practice and Design (training in GeoMedia Pro and I/Map Editor, and resolution of sources and design of graphics), and Map Maintenance (confirmation of workflow, adjusting of template documents to customer solution, and practice of independent workflow). Training will be conducted in Nashville at the THP District 3 Communications Center utilizing THP CAD map data.

7. Add the following as New Section A.49

A.49. CAD System Support and Enhancements (CSSE) Statement of Work Process. All service provided by the Contractor, not covered by system maintenance/technical support (refer to Section A.37 and C.3), will be specified and delivered in a CSSE Statement of Work (SOW). The CSSE Statement of Work form is located at Attachment E of this Contract.

The State will submit a SOW to the Contractor by faxing the form to the Contractor's designated staff. In the case of a Contractor initiated SOW, the Contractor will fax the form to the State's designated staff. The State will designate a limited number of staff (no less than two (2) and no more than five (5) that is authorized to submit SOW's to the Contractor (reference Attachment F to this Contract). The same staff is the State's designee for receiving the Contractor's detailed estimate and maximum cost assessment. The Contractor will designate to the State a limited number of staff (no less than two (2) and no more than five (five) that is authorized to receive SOW's from the State. This same staff is the Contractor's designee for submitting to the State the Contractor's detailed estimate and maximum cost assertion.

The CSSE Statement of Work consists of the following information and is completed as the process progresses:

1. Description of service requested, including any and all deliverables, specification of the programming and customization, etc., as applicable, conditions for acceptance, and the desired completion date (this information will be provided by the State);
2. Contractor's detail estimate of the effort required to deliver the service requested;
3. Assertion from the Contractor of the maximum cost to deliver the service requested;
4. Authorization to proceed from the State.

The Contractor shall calculate the maximum cost to deliver the service requested by using the applicable hourly rates set forth in section C.3 of this Contract. The hourly rates shall be fully loaded to include all costs, administrative or otherwise, with the exception of travel expenses, that the Contractor expects to Charge. This maximum cost shall be a "not to exceed" total cost; the State shall pay no more than this cost for the service requested in the applicable CSSE Statement of Work.

Both the State and the Contractor may initiate the CSSE Statement of Work Process as a result of CAD system modifications or enhancements made necessary by changes in the technology, legal, or operational environment.

The SOW, whether initiated by State or Contractor, must include a detailed description of the service. The Contractor will prepare a detailed estimate of the effort necessary to provide the requested/required service, including units and per unit cost as described in section C.3. The Contractor will sign the CSSE Statement of Work indicating the maximum cost to the State to have the Contractor deliver the requested/required service. In order to prepare the detailed estimate, the Contractor is authorized to incur

up to four (4) hours total billable effort per SOW, to be itemized separately in detailed estimate provided via the SOW.

8. Delete Section B.1.in its entirety and insert the following in its place:

B.1. This Contract shall be effective for the period commencing on 10/01/04 and ending on 9/30/09. The State shall have no obligation for services rendered by the Contractor, which are not performed within the specified period.

9. Delete Section C.1.Maximum Liability in its entirety and insert the following in its place:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed ~~Two Million and Six Hundred Nineteen Thousand and Two Hundred Seventy-Six Dollars and no cents~~ (\$2,619,276.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, material or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

10. Delete Section C.3. Payment Methodology in its entirety and insert the following in its place:

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A, paragraph A.30.4 and maintenance/support of system software and hardware as specified by Section A, paragraph A.37. The Contractor shall be compensated based upon the following Service Rates:

SERVICE UNIT/MILESTONE	AMOUNT
Phase I – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase I successful acceptance testing and signoff for commencement of live operations)	\$628,718.75
Phase II – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase II successful acceptance testing and signoff for commencement of live operations)	\$171,468.75
Phase III – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase III successful acceptance testing and signoff for commencement of live operations)	\$171,468.75
System Acceptance Core CAD System	\$171,468.75
CAD Mobile System – Completion (Inclusive of all system design, installation, implementation, and required training resulting in CAD Mobile System successful acceptance testing and signoff for commencement of live operations)	\$224,917.00
CAD Training Workstations & Mapping software support – Completion (Inclusive of all system design, installation, implementation, resulting in successful acceptance testing and signoff for CAD Training Workstation use with training database connection.	\$83,228.00
Automatic Vehicle Location (AVL) System – Completion (Inclusive of all system design, installation, implementation, and required training resulting in AVL System successful acceptance testing and signoff for commencement of live operations)	\$30,000
Drivers License Imagery Support – Enhancement of Intergraph I/Informer & I/Mobile applications (Inclusive of all system design, installation, implementation, testing, and required training required to successfully deliver driver license ID imagery to CAD I/Informer and I/Mobile clients.	\$43,800
Intergraph Management Analysis and Reporting System (IMARS) client licenses – nine (9) at \$1,060.00 each.	\$9,540

Intergraph Computer Aided Dispatch (CAD), I/Mobile, and IMDT software version upgrade - Completion (Inclusive of all system Interface design, installation, implementation, and required training resulting in CAD and I/Mobile System successful acceptance testing and signoff for commencement of live operations)	\$210,672.00
<p>CAD Map Upgrade –</p> <p>Load Tennessee State Base map to CAD system preserving all THP district boundaries, ESZ, WSZ, and commonplace naming. Map upgrade is to contain mile marker data for all Interstate, U.S., and major State highway systems.</p> <p>Provide map maintenance training for three (3) Safety CAD administrator/mapping personnel.</p>	\$16,000.00
<p>Intergraph Map Editor Training – 12 Days</p> <p>I/Map Editor training solution #5, including Map Basics (schema, graphics, and technology basics), Map Process Practice and Design (training in GeoMedia Pro and I/Map Editor, and resolution of sources and design of graphics), and Map Maintenance (confirmation of workflow, adjusting of template documents to customer solution, and practice of independent workflow).</p>	\$22,800.00
<p>CAD System Support and Enhancements – Service Rates</p> <p>Analysis and Design - @ \$185.29 per Hr</p> <p>Software/Interface Development - @ \$117.03 per Hr</p> <p>Software/Interface Testing - @ \$99.78 per Hr</p> <p>Staging and Implementation - @ \$ 72.43 per Hr</p> <p><u>Administrative</u> - @ \$ 64.96 per Hr</p>	\$ 50,000.00

SYSTEM MAINTENANCE/SUPPORT – First Year Extended Warranty In accordance with paragraph A.37.

Maintenance and Support to include the following:

HARDWARE

- | | |
|--|-------------|
| • Stratus Hardware Maintenance One (1) Stratus Server – 24 X 7 for 12 months @ 975.17 per month) | \$11,703.00 |
| • Dell Hardware Maintenance – Warranty Coverage - Three (3) Dell Servers 24 X 7 (4 hour response time) | \$0.00 |
| • Dell Hardware Maintenance – Warranty Coverage - Thirty-five (35) Dell Workstations 24 X 7 (4 hour response time) | \$0.00 |

SOFTWARE

- | | |
|--|-------------|
| • IMGS Software - One (1) GeoMedia Professional - Phone support with upgrades | \$1,061.00 |
| • APCO Institute Software – Warranty Coverage - Twenty-two (22) Multi-Purpose Emergency | \$0.00 |
| • IPS CAD Software
- Two (2) – I/Executive,
- One (1) – I/Executive 2
- Twenty-seven (27) I/Dispatcher
- One (1) – I/Mgt. Analysis & Report – Server
- Three (3) – I/Mgt. Analysis & Report – Client
- One (1) – I/Backup
(24 X 7 Phone support with upgrades) | \$82,950.00 |
| • IPS CAD Software -Training seats
- Seven (7) – I/Dispatcher
(24 X 7Phone support with upgrades) | \$15,750.00 |
| • IPS CAD Interface Software,
- Two (2) – I/Informer
- One (1) – I/Telephone Device for Deaf
(24 X 7 Phone Support with upgrades) | \$7,500.00 |
| • IPS Mobile Software –
- One (1) I/Mobile Data Terminal (I/MDT)
@ 8 months (Warranty)
- One (1) I/Mobile Data Terminal (I/MDT)
(24 X 7 Phone support with upgrades - 4 months
@ \$587.00 per month)
- One (1) I/Mobile Site License @ 8 months (Warranty)
- One (1) I/Mobile Site License
(24 X 7 Phone support with upgrades - 4 months
@\$1780.13 per month) | \$9,050.00 |
| • Oracle Software - Six (6) Oracle Std Ed One- Application | |

	\$4,716.00
Total First Year Maintenance	\$132,730.00

<p>SYSTEM MAINTENANCE/SUPPORT – Second Year Maintenance and Support In accordance with paragraph A.37.3 through A.37.7.</p> <p>Maintenance and Support to include the following:</p> <p><u>HARDWARE</u></p> <ul style="list-style-type: none"> • Stratus Hardware Maintenance One (1) Stratus Server - 24 X 7 (12 months @ \$975.17 per month) \$11,703.00 • Dell Hardware Maintenance – Warranty Coverage - Three (3) Dell Servers 24 X 7 (4 hour response time) \$0.00 • Dell Hardware Maintenance – Warranty Coverage - Thirty-five (35) Dell Workstations 24 X 7 (4 hour response time) \$0.00 <p><u>SOFTWARE</u></p> <ul style="list-style-type: none"> • IMGS Software - One (1) GeoMedia Professional - Phone support with upgrades \$1,061.00 • APCO Institute Software – Warranty Coverage - Twenty-two (22) Multi-Purpose Emergency \$6,642.00 • IPS CAD Software - Two (2) – I/Executive, - One (1) – I/Executive 2 - Twenty-seven (27) I/Dispatcher - One (1) – I/Mgt. Analysis & Report – Server - Three (3) – I/Mgt. Analysis & Report – Client - One (1) – I/Backup (24 X 7 Phone support with upgrades) \$82,950.00 • IPS CAD Software -Training seats - Seven (7) – I/Dispatcher (24 X 7 Phone support with upgrades) \$15,750.00 • IPS CAD Interface Software, - Two (2) – I/Informer - One (1) – I/Telephone Device for Deaf (24 X 7 Phone Support with upgrades) \$7,500.00 • IPS Mobile Software – - One (1) I/Mobile Data Terminal (I/MDT) (24 X 7 Phone support with upgrades - 12 months @ \$587.00 per month) - One (1) I/Mobile Site License (24 X 7 Phone support with upgrades - 12 months @\$1,780.13 per month) \$27,150.00 	
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<ul style="list-style-type: none"> Oracle Software - Six (6) Oracle Std Ed One- Application 	\$4,716.00
Total Second Year Maintenance	\$157,472.00

<p>SYSTEM MAINTENANCE/SUPPORT – Third Year Maintenance and Support In accordance with paragraph A.37.3 through A.37.7.</p> <p>Maintenance and Support to include the following:</p> <p><u>HARDWARE</u></p> <ul style="list-style-type: none"> Stratus Hardware Maintenance One (1) Stratus Server - 24 X 7 (12 months @ \$975.17 per month) Dell Hardware Maintenance – Warranty Coverage - Three (3) Dell Servers 24 X 7 (4 hour response time) Dell Hardware Maintenance – Warranty Coverage - Thirty-five (35) Dell Workstations 24 X 7 (4 hour response time) <p><u>SOFTWARE</u></p> <ul style="list-style-type: none"> IMGS Software - One (1) GeoMedia Professional - Phone support with upgrades APCO Institute Software – Warranty Coverage - Twenty-two (22) Multi-Purpose Emergency IPS CAD Software - Two (2) – I/Executive, - One (1) – I/Executive 2 - Twenty-seven (27) I/Dispatcher - One (1) – I/Mgt. Analysis & Report – Server - Three (3) – I/Mgt. Analysis & Report – Client - One (1) – I/Backup (24 X 7 Phone support with upgrades) IPS CAD Software -Training seats - Seven (7) – I/Dispatcher (24 X 7 Phone support with upgrades) IPS CAD Interface Software, - Two (2) – I/Informer - One (1) – I/Telephone Device for Deaf (24 X 7 Phone Support with upgrades) 	<p>\$11,703.00</p> <p>\$0.00</p> <p>\$0.00</p> <p>\$1,061.00</p> <p>\$6,642.00</p> <p>\$82,950.00</p> <p>\$15,750.00</p> <p>\$7,500.00</p>
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<ul style="list-style-type: none"> IPS Mobile Software – <ul style="list-style-type: none"> - One (1) I/Mobile Data Terminal (I/MDT) (24 X 7 Phone support with upgrades - 12 months @ \$587.00 per month) - One (1) I/Mobile Site License (24 X 7 Phone support with upgrades - 12 months @\$1,780.13 per month) Oracle Software - Six (6) Oracle Std Ed One- Application 	<p>\$27,150.00</p> <p>\$4,716.00</p>
Total Third Year Maintenance	\$157,472.00

<p>SYSTEM MAINTENANCE/SUPPORT – Fourth Year Maintenance and Support In accordance with paragraph A.37.3 through A.37.7.</p> <p>Maintenance and Support to include the following:</p> <p><u>HARDWARE</u></p> <ul style="list-style-type: none"> Stratus Hardware Maintenance One (1) Stratus Server - 24 X 7 (12 months @ \$975.17 per month) Dell Hardware Maintenance – Warranty Coverage - Three (3) Dell Servers 24 X 7 (4 hour response time) Dell Hardware Maintenance – Warranty Coverage - Thirty-five (35) Dell Workstations 24 X 7 (4 hour response time) <p><u>SOFTWARE</u></p> <ul style="list-style-type: none"> IMGS Software - One (1) GeoMedia Professional - Phone support with upgrades I/Map Editor – One (1) Concurrent I/Map Editor – Phone support with upgrades APCO Institute Software – Warranty Coverage - Twenty-two (22) Multi-Purpose Emergency IPS CAD Software - Two (2) – I/Executive, - One (1) – I/Executive 2 - Twenty-seven (27) I/Dispatcher - One (1) – I/Mgt. Analysis & Report – Server - Twelve (12) – I/Mgt. Analysis & Report – Client - One (1) – I/Backup (24 X 7 Phone support with upgrades) 	
	\$11,703.00
	\$0.0
	\$0.0
	\$1,061.00
	\$768.00
	\$6,642.00
	\$84,570.00

<ul style="list-style-type: none"> IPS CAD Software -Training seats - Seven (7) – I/Dispatcher (24 X 7 Phone support with upgrades) 	\$15,750.00
<ul style="list-style-type: none"> IPS CAD Interface Software, - Two (2) – I/Informer - One (1) – I/Telephone Device for Deaf (24 X 7 Phone Support with upgrades) 	\$7,500.00
<ul style="list-style-type: none"> IPS Mobile Software – - One (1) I/Mobile Data Terminal (I/MDT) (24 X 7 Phone support with upgrades - 12 months @ \$587.00 per month) - One (1) I/Mobile Site License (24 X 7 Phone support with upgrades - 12 months @\$1,780.13 per month) 	\$27,150.00
<ul style="list-style-type: none"> I/Tracker – Telephone support with upgrades 	\$5,400.00
<ul style="list-style-type: none"> Oracle Software - Six (6) Oracle Std Ed One- Application 	\$4,716.00
Total Fourth Year Maintenance	\$165,260.00
<p>SYSTEM MAINTENANCE/SUPPORT – Fifth Year Maintenance and Support In accordance with paragraph A.37.3 through A.37.7.</p> <p>Maintenance and Support to include the following:</p> <p><u>HARDWARE</u></p> <ul style="list-style-type: none"> Stratus Hardware Maintenance One (1) Stratus Server - 24 X 7 (12 months @ \$975.17 per month) <p><u>SOFTWARE</u></p> <ul style="list-style-type: none"> IMGS Software - One (1) GeoMedia Professional - Phone support with upgrades I/Map Editor – One (1) Concurrent I/Map Editor – Phone support with upgrades APCO Institute Software – Warranty Coverage - Twenty-two (22) Multi-Purpose Emergency IPS CAD Software 	
	\$11,703.00
	\$1,061.00
	\$768.00
	\$6,642.00

<ul style="list-style-type: none"> - Two (2) – I/Executive, - One (1) – I/Executive 2 - Twenty-seven (27) I/Dispatcher - One (1) – I/Mgt. Analysis & Report – Server - Twelve (12) – I/Mgt. Analysis & Report – Client - One (1) – I/Backup (24 X 7 Phone support with upgrades) 	\$84,570.00
<ul style="list-style-type: none"> • IPS CAD Software -Training seats - Seven (7) – I/Dispatcher (24 X 7 Phone support with upgrades) 	\$15,750.00
<ul style="list-style-type: none"> • IPS Drivers License Imagery Support (24 X 7 Phone support with upgrades) 	\$7,000.00
<ul style="list-style-type: none"> • IPS CAD Interface Software, - Two (2) – I/Informer - One (1) – I/Telephone Device for Deaf (24 X 7 Phone Support with upgrades) 	\$7,500.00
<ul style="list-style-type: none"> • IPS Mobile Software – - One (1) I/Mobile Data Terminal (I/MDT) (24 X 7 Phone support with upgrades - 12 months @ \$587.00 per month) - One (1) I/Mobile Site License (24 X 7 Phone support with upgrades - 12 months @\$1,780.13 per month) 	\$27,150.00
<ul style="list-style-type: none"> • I/Tracker – Telephone support with upgrades 	\$5,400.00
<ul style="list-style-type: none"> • Oracle Software - Six (6) Oracle Std Ed One- Application 	\$4,716.00
Total Fifth Year Maintenance	\$172,260.00

11. Contract Attachment E attached hereto is added as a new Contract Attachment.

ATTACHMENT E: CSSE Statement of Work form

CAD System Support and Enhancements

STATEMENT OF WORK # _____

SOW Project Name: _____

Incident #/Request #: _____

Date Initiated: _____

State Contact: _____

Vendor Contact: _____

Service Description:

Deliverables:

Requested Time Frame(s):

Detailed Specifications Attached? (Y/N): _____

Detailed Estimate of Effort Required:

<u>UNIT DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNITS REQUIRED</u>	<u>EXTENDED COST</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
GRAND TOTAL ESTIMATED COST:			_____
			(maximum cost for this SOW)

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

State of Tennessee

Printed Name: _____
Name: _____

Printed

Date: _____

Date: _____

(The State reserves the right to modify this form without advance notice. If this form is modified, the Contractor will be provided the modified form in a timely manner).

12. Contract Attachment F attached hereto is added as a new Contract Attachment.

ATTACHMENT F: Authorized Individuals

STATE OF TENNESSEE AUTHORIZED INDIVIDUALS:

Technical Support Authorized Users

[TO BE NAMED PRIOR TO CONTRACT EXECUTION]

Persons Authorized to Report Problems/Receive Responses to Problem Reports

[TO BE NAMED PRIOR TO CONTRACT EXECUTION]

Persons Authorized to Submit Statements of Work/Receive Detailed Estimates

[TO BE NAMED PRIOR TO CONTRACT EXECUTION]

CONTRACTOR AUTHORIZED INDIVIDUALS:

Persons Authorized to Receive and Respond to Problem Reports

[TO BE NAMED PRIOR TO CONTRACT EXECUTION]

Persons Authorized to Receive Statements of Work/Submit Detailed Estimates

[TO BE NAMED PRIOR TO CONTRACT EXECUTION]

The revisions set forth herein shall be effective July 15, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

INTERGRAPH, INC.:

CONTRACTOR SIGNATURE

DATE

Wayne Robinson, Sr. Contract Administrator

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF SAFETY:

DAVE MITHCELL, COMMISSIONER

DATE

APPROVED:

M. D. GOETZ, JR., COMMISSIONER

DATE

DEPARTMENT OF FINANCE AND ADMINISTRATION

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

CONTRACT SUMMARY SHEET

060706

RFS #	Contract #
349.03-404-05 (Amendment 2)	FA-05-16156-02

State Agency	State Agency Division
Safety	Highway Patrol

Contractor Name	Contractor ID# (FEIN or SSN)
Intergraph Corporation	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 63-0573222-11

Service Description
Maintenance for Computer Aided Dispatch System

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
10/1/04	6-30-09	VENDOR	

Mark Each TRUE Statement	
<input type="checkbox"/> Contractor is on STARS	<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts

Allocation Code	Cost Center	Object Code	Fund	Funding Grant Date	Funding Supplement Code
349.03	THP	083	11		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2005			\$1,143,125.00		\$1,143,125.00
2006			\$308,145.00		\$308,145.00
2007	\$132,730.00				\$132,730.00
2008	\$157,472.00				\$157,472.00
2009	\$157,472.00				\$157,472.00
TOTAL	\$447,674.00		\$1,451,270.00		\$1,898,944.00

COMPLETE FOR AMENDMENTS ONLY	State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments
2005	\$1,143,125.00

THIS Amendment ONLY	State Agency Budget Officer Approval
2006	\$308,145.00

2007	\$132,730.00
2008	\$157,472.00

2009	\$157,472.00
TOTAL	\$447,674.00

End Date	9-30-07	6-30-09
----------	---------	---------

Contractor Ownership	Complete only for base contracts with contract prefix FA or GR
----------------------	--

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

Contractor Selection Method	Complete for ALL base contracts (V) to amendments in delegated authorities
-----------------------------	--

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government	<input type="checkbox"/> Other

Procurement Process Summary	Complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other
-----------------------------	--

Stamp: JAN - 2007

RECEIVED

**AMENDMENT TWO
TO CONTRACT FA-05-16156**

This CONTRACT, by and between the State of Tennessee, Department of Safety, hereinafter referred to as the State, and Intergraph Corporation, hereinafter referred to as the CONTRACTOR, is hereby amended as follows:

1. Delete Section B.1. in its entirety and insert the following in its place:
 - B.1. The Contract shall be effective for the period commencing on 10/1/04 and ending on 6/30/09. The State shall have no obligation for services rendered by the Contractor, which are not performed within the specified period.

2. Delete Section C.1. Maximum Liability in its entirety and insert the following in its place:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million and eight hundred-ninety-eight thousand and nine hundred and forty-four dollars (\$1,898,944.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, material or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Delete Section C.3. Payment Methodology in its entirety and insert the following in its place:

- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A, paragraph A.30.4 and maintenance/support of system software and hardware as specified by Section A, paragraph A.37. The Contractor shall be compensated based upon the following Service Rates:

SERVICE UNIT/MILESTONE	AMOUNT
Phase I – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase I successful acceptance testing and signoff for commencement of live operations)	\$628,718.75
Phase II – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase II successful acceptance testing and signoff for commencement of live operations)	\$171,468.75
Phase III – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase III successful	\$171,468.75

acceptance testing and signoff for commencement of live operations)	
System Acceptance Core CAD System	\$171,468.75
CAD Mobile System – Completion (Inclusive of all system design, installation, implementation, and required training resulting in CAD Mobile System successful acceptance testing and signoff for commencement of live operations)	\$224,917.00
CAD Training Workstations & Mapping software support – Completion (Inclusive of all system design, installation, implementation, resulting in successful acceptance testing and signoff for CAD Training Workstation use with training database connection.	\$83,228.00
<p>SYSTEM MAINTENANCE/SUPPORT – First Year Extended Warranty in accordance with paragraph A.37.</p> <p>Maintenance and Support to include the following:</p> <p><u>HARDWARE</u></p> <ul style="list-style-type: none"> Stratus Hardware Maintenance One (1) Stratus Server – 24 X 7 for 12 months @ 975.17 per month) \$11,703.00 Dell Hardware Maintenance – Warranty Coverage - Three (3) Dell Servers 24 X 7 (4) \$0.00 Dell Hardware Maintenance – Warranty Coverage - Thirty-five (35) Dell Workstations 24 X 7 (4) \$0.00 <p><u>SOFTWARE</u></p> <ul style="list-style-type: none"> IMGS Software - One (1) GeoMedia Professional - Phone support with upgrades \$1,061.00 APCO Institute Software – Warranty Coverage - Twenty-two (22) Multi-Purpose Emergency \$0.00 IPS CAD Software <ul style="list-style-type: none"> Two (2) – I/Executive, One (1) – I/Executive 2 Twenty-seven (27) I/Dispatcher One (1) – I/Mgt. Analysis & Report – Server Three (3) – I/Mgt. Analysis & Report – Client One (1) – I/Backup (24 X 7 Phone support with upgrades) \$82,950.00 IPS CAD Software -Training seats <ul style="list-style-type: none"> Seven (7) – I/Dispatcher (24 X 7Phone support with upgrades) \$15,750.00 	

<ul style="list-style-type: none"> IPS CAD Interface Software, <ul style="list-style-type: none"> - Two (2) - I/Informer - One (1) - I/Telephone Device for Deaf (24 X 7 Phone Support with upgrades) 	\$7,500.00
<ul style="list-style-type: none"> IPS Mobile Software - <ul style="list-style-type: none"> - One (1) I/Mobile Data Terminal (I/MDT) @ 8 months (Warranty) - One (1) I/Mobile Data Terminal (I/MDT) (24 X 7 Phone support with upgrades - 4 months @ \$587.00 per month) - One (1) I/Mobile Site License @ 8 months (Warranty) - One (1) I/Mobile Site License (24 X 7 Phone support with upgrades - 4 months @\$1780.13 per month) 	\$9,050.00
<ul style="list-style-type: none"> Oracle Software - Six (6) Oracle Std Ed One- Appl 	\$4,716.00
Total First Year Maintenance	\$132,730.00
SYSTEM MAINTENANCE/SUPPORT - Second Year Maintenance and Support in accordance with paragraph A.37.3 through A.37.7.	
Maintenance and Support to include the following:	
<u>HARDWARE</u>	
<ul style="list-style-type: none"> Stratus Hardware Maintenance One (1) Stratus Server - 24 X 7 (12 months @ \$975.17 per month) 	\$11,703.00
<ul style="list-style-type: none"> Dell Hardware Maintenance - Warranty Coverage - Three (3) Dell Servers 24 X 7 (4) 	\$0.00
<ul style="list-style-type: none"> Dell Hardware Maintenance - Warranty Coverage - Thirty-five (35) Dell Workstations 24 X 7 (4) 	\$0.00
<u>SOFTWARE</u>	
<ul style="list-style-type: none"> IMGS Software - One (1) GeoMedia Professional - Phone support with upgrades 	\$1,061.00
<ul style="list-style-type: none"> APCO Institute Software -- Warranty Coverage - Twenty-two (22) Multi-Purpose Emergency 	\$6,642.00
<ul style="list-style-type: none"> IPS CAD Software <ul style="list-style-type: none"> - Two (2) - I/Executive, - One (1) - I/Executive 2 - Twenty-seven (27) I/Dispatcher - One (1) - I/Mgt. Analysis & Report - Server - Three (3) - I/Mgt. Analysis & Report - Client - One (1) - I/Backup (24 X 7 Phone support with upgrades) 	\$82,950.00

<ul style="list-style-type: none"> • IPS CAD Software -Training seats - Seven (7) – I/Dispatcher (24 X 7Phone support with upgrades) 	\$15,750.00
<ul style="list-style-type: none"> • IPS CAD Interface Software, - Two (2) – I/Informer - One (1) – I/Telephone Device for Deaf (24 X 7 Phone Support with upgrades) 	\$7,500.00
<ul style="list-style-type: none"> • IPS Mobile Software – - One (1) I/Mobile Data Terminal (I/MDT) (24 X 7 Phone support with upgrades - 12 months @ \$587.00 per month) - One (1) I/Mobile Site License (24 X 7 Phone support with upgrades - 12 months @\$1,780.13 per month) 	\$27,150.00
<ul style="list-style-type: none"> • Oracle Software - Six (6) Oracle Std Ed One- Appl 	\$4,716.00
Total Second Year Maintenance	\$157,472.00
SYSTEM MAINTENANCE/SUPPORT –Third Year Maintenance and Support In accordance with paragraph A.37.3 through A.37.7. Maintenance and Support to include the following: <u>HARDWARE</u>	
<ul style="list-style-type: none"> • Stratus Hardware Maintenance One (1) Stratus Server - 24 X 7 (12 months @ \$975.17 per month) 	\$11,703.00
<ul style="list-style-type: none"> • Dell Hardware Maintenance – Warranty Coverage - Three (3) Dell Servers 24 X 7 (4) 	\$0.00
<ul style="list-style-type: none"> • Dell Hardware Maintenance – Warranty Coverage - Thirty-five (35) Dell Workstations 24 X 7 (4) 	\$0.00
<u>SOFTWARE</u>	
<ul style="list-style-type: none"> • IMGS Software - One (1) GeoMedia Professional - Phone support with upgrades 	\$1,061.00
<ul style="list-style-type: none"> • APCO Institute Software – Warranty Coverage - Twenty-two (22) Multi-Purpose Emergency 	\$6,642.00
<ul style="list-style-type: none"> • IPS CAD Software - Two (2) – I/Executive, - One (1) – I/Executive 2 - Twenty-seven (27) I/Dispatcher - One (1) – I/Mgt. Analysis & Report – Server - Three (3) – I/Mgt. Analysis & Report – Client - One (1) – I/Backup (24 X 7 Phone support with upgrades) 	\$82,950.00

<ul style="list-style-type: none">• IPS CAD Software -Training seats - Seven (7) – I/Dispatcher (24 X 7Phone support with upgrades)	\$15,750.00
<ul style="list-style-type: none">• IPS CAD Interface Software, - Two (2) – I/Informer - One (1) – I/Telephone Device for Deaf (24 X 7 Phone Support with upgrades)	\$7,500.00
<ul style="list-style-type: none">• IPS Mobile Software – - One (1) I/Mobile Data Terminal (I/MDT) (24 X 7 Phone support with upgrades - 12 months @ \$587.00 per month) - One (1) I/Mobile Site License (24 X 7 Phone support with upgrades - 12 months @\$1,780.13 per month)	\$27,150.00
<ul style="list-style-type: none">• Oracle Software - Six (6) Oracle Std Ed One- Appl	\$4,716.00
Total Third Year Maintenance	\$157,472.00

4. Add the following as Section F. New Special Terms and Conditions Section F.1:

F1. Contractor Name. Effective December 31, 2005, all references to Intergraph Public Safety, Inc. shall be deleted and replaced with Intergraph Corporation.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF,

INTERGRAPH CORPORATION:

Wayne Robinson
CONTRACTOR SIGNATURE

12.14.06
DATE

Wayne Robinson, Sr., Contract Administrator

DEPARTMENT OF SAFETY:

Gerald F. Nicely
Gerald F. Nicely, Commissioner

12-15-06
DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M.D. Goetz, Jr.
M.D. Goetz, Jr., Commissioner

12/21/06
DATE

DEPARTMENT OF PERSONNEL:

N/A
Deborah E. Story, Commissioner

DATE

COMPTROLLER OF THE TREASURY:

John G. Morgan
John G. Morgan, Comptroller of the Treasury

12/28/06
DATE



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman
Representatives

Harry Brooks
Curt Cobb
Dennis Ferguson
Frank Niceley
Craig Fitzhugh, *ex officio*
Speaker Jimmy Naifeh, *ex officio*
Mary Pruitt
Donna Rowland
David Shepard
Curry Todd

Sen. Don McLeary, Vice-Chairman
Senators

Mac Beavers
Jim Bryson
Steve Cohen
Douglas Henry, *ex officio*
Lt. Governor John S. Wilder, *ex officio*
David Fowler
Steve Southerland

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
Department of Finance and Administration

FROM: Charles Curtiss, Chairman *CC*
Don McLeary, Vice-Chairman *DM*

DATE: September 14, 2006

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meeting 9/12/06)

RFS# 349.03-404

Department: Safety

Division: Highway Patrol

Contractor: Intergraph Public Safety, Inc.

Summary: The vendor is currently responsible for providing statewide automated public safety dispatch and emergency management services to the Department. This amendment increases the maximum liability by \$447,674 in order to provide for Computer Aided Dispatch (CAD) system maintenance and technical support services and extends the current contract through June 30, 2009.

Maximum liability: \$1,451,270

Maximum liability with amendment: \$1,898,944

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable Gerald F. Nicely, Commissioner
Mr. Robert Barlow, Director, Office of Contracts Review



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman

Representatives

Harry Brooks Mary Pruitt
Curt Cobb Donna Rowland
Dennis Ferguson David Shepard
Frank Niceley Curry Todd
Craig Fitzhugh, *ex officio*
Speaker Jimmy Naifeh, *ex officio*

Sen. Don McLeary, Vice-Chairman

Senators

Mae Beavers David Fowler
Jim Bryson Steve Southerland
Steve Cohen
Douglas Henry, *ex officio*
Lt. Governor John S. Wilder, *ex officio*

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
 Department of Finance and Administration

FROM: Charles Curtiss, Chairman
 Don McLeary, Vice-Chairman

DATE: April 3, 2006

SUBJECT: **Contract Comments**
 (Contract Services Subcommittee Meeting 4/3/06)

RFS# 349.03-404

Department: Safety

Contractor: Intergraph Public System

Summary: This vendor is responsible for providing a statewide automated public safety dispatch and emergency management services to the Department. This amendment adds a mobile Computer Aided Dispatch (CAD) and seven dispatch workstations. The term of the contract remains the same. The maximum liability increases by \$308,145.

Maximum liability: \$1,143,125

Maximum liability with amendment: \$1,451,270

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable Gerald F. Nicely, Commissioner
 Mr. Robert Barlow, Director, Office of Contracts Review

CONTRACT SUMMARY SHEET

021406

RFS#				Contract#			
349.03-404 (Amendment 1)				FA05-16156-01			
State/Agency				State/Agency/Division			
SAFETY				HIGHWAY PATROL			
Contractor Name				Contractor ID# (FEIN or SSN)			
INTERGRAPH PUBLIC SAFETY				C- or <input checked="" type="checkbox"/> V- 63-0573222-11			
Service Description							
COMPUTER AIDED DISPATCH SYSTEM							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		CFDA#	
10/1/2004		9/30/2007		VENDOR			
Mark Each TRUE Statement							
<input checked="" type="checkbox"/> Contractor is on STARS				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center		Object Code		Fund	
349.03		CAD		83		11	
						480	
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2005			\$ 1,143,125.00		\$ 1,143,125.00		
2006			\$ 308,145.00	COPIES RELEASED	\$ 308,145.00		
2007				APR 24 2006	\$ -		
2008				TO ACCOUNTS	\$ -		
					\$ -		
					\$ -		
TOTAL		\$ -	\$ -	\$ 1,451,270.00	\$ -	\$ 1,451,270.00	
COMPLETE FOR AMENDMENTS ONLY				State/Agency Fiscal Contact & Telephone #			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY		DEBBIE BRADLEY (615) 251-5137			
2005	\$ 1,143,125.00	\$ -		State/Agency Budget Officer Approval			
2006	\$ -	\$ 308,145.00		Bill Hedge op			
2007							
2008							
				Funding Certification (certification required by T.C.A. § 9-4-5113; that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)			
TOTAL				\$ 1,143,125.00	\$ 308,145.00		
End Date							
Contractor Ownership (complete only for base contracts with contract prefix FA or GR)							
<input type="checkbox"/> African American		<input type="checkbox"/> Person w/ Disability		<input type="checkbox"/> Hispanic		<input type="checkbox"/> Small Business	
<input type="checkbox"/> Asian		<input type="checkbox"/> Female		<input type="checkbox"/> Native American		<input checked="" type="checkbox"/> NOT disadvantaged	
Contractor Selection Method (complete for All base contracts - N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP		<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method			
<input type="checkbox"/> Non-Competitive Negotiation		<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)		<input type="checkbox"/> Other			
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)							
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 5px;"> APR 24 2006 </div> <div style="text-align: center;"> <h2 style="margin: 0;">RECEIVED</h2> <p style="margin: 0;">AUG 08 2006</p> <h2 style="margin: 0;">FISCAL REVIEW</h2> </div> </div>							

**AMENDMENT ONE
TO CONTRACT FA-05-16156**

This CONTRACT, by and between the State of Tennessee, Department of Safety, hereinafter referred to as the State, and Intergraph Public Safety, Inc, hereinafter referred to as the CONTRACTOR, is hereby amended as follows:

1. Add the following as New Section A.41.

A.41. CAD Mobile System

A.41.1 Provide the software and services required to provide an add-on of a mobile CAD system to the Intergraph Public Safety CAD Core system.

A.41.2 The mobile CAD system user application is to reside on each car mobile data terminal and provide mobile user interface to the Intergraph CAD system and to other mobile data terminals. The mobile CAD application must have the ability to interoperate with a GPS receiver. A site licenses will be provided for Mobile CAD user application.

A.41.3 The mobile CAD system must communicate with the CAD system through a server based application operating on the CAD Communications/Interface server, allowing units to access a subset of CAD commands and providing interface to existing databases for queries such as vehicle license checks and existing wants or warrants. One license will be provided for the Mobile CAD system server product.

A.41.4 The mobile CAD application must facilitate and support the overall CAD system, providing remote troopers with abilities to deal with units, events, people, things, and locations. The mobile CAD system must provide a mechanism to allow:

- a. The CAD operator to provide information (especially dispatches) to the mobile unit
- b. The CAD system to automatically provide information to the mobile unit
- c. The CAD operator to make inquiries about the mobile unit
- d. The mobile unit's operator to provide information to the CAD system
- e. The mobile operator to make inquiries from CAD
- f. The mobile operator to make inquiries on external databases such as TIES, NCIC/NLETS
- g. The mobile operator to communicate with other mobile CAD user/units .

A.41.5 The mobile CAD system interface will include a message switch to be connected to the local area network or an RS-232 communications port. The message switch is to connect to Safety's Motorola 800MHz radio network controller to complete the communications between the THP dispatch and the vehicle based mobile data terminals (MDT's). MDT's must be able to review and update event, unit, personnel, and equipment information maintained in the CAD environment using the mobile CAD user application.

A.41.6 Intergraph Public Safety will provide the Mobile CAD system implementation which includes on-site services to install and configure the Mobile CAD system interface server product (with message switch) on the CAD communications server to service Mobile CAD system clients. Additionally, Intergraph Public Safety will install the mobile CAD client in a maximum of five (5) mobile PCs and train Safety CAD system administrator (or designated personnel) to perform installations on remaining THP mobile PCs.

A.41.7 Intergraph Public Safety will provide two (2) days of on-site Mobile CAD user and Administration training. Training will be done in Nashville at the THP District III Communications Center.

- a. One day of Mobile CAD administration training, class size may be up to four (4) students in a hands-on environment.

- b. One day of Mobile user Train-the-Trainer training, class size may be up to twelve (12) students with one student to a mobile PC.

2. Add the following as New Section A.42.

A.42. CAD Training Workstation and Mapping Software

A.42.1 Intergraph Public Safety will provide implementation support to install seven (7) dedicated CAD Dispatcher training workstations.

A.42.2 Software and hardware deliverables are as follows:

- a. Seven (7) I/Dispatcher training seat licenses
- b. Seven (7) Mini-tower, 1-2.8GHz, 512 MB RAM, 40GN HD, Windows XP Prof. Dual 19" monitors, 4 years 24x7xx4hr support.

3. Delete Section C.1. Maximum Liability in its entirety and insert the following in its place:

C.1. Maximum Liability. In no even shall the maximum liability of the State under this Contract exceed one million and four hundred-fifty one thousand and two hundred and seventy dollars (\$1,451,270.00). The Service Rates in Section C.3 shall constituted the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, material or equipment required The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

4. Delete Section C.3. Payment Methodology in its entirety and insert the following in its place:

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A, paragraph A.30.4. The Contractor shall be compensated based upon the following Service Rates:

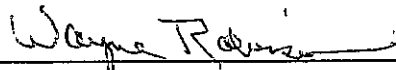
<u>SERVICE UNIT/MILESTONE</u>	<u>AMOUNT</u>
Phase I – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase I successful acceptance testing and signoff for commencement of live operations)	\$628,718.75

Phase II – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase II successful acceptance testing and signoff for commencement of live operations)	\$171,468.75
Phase III – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase III successful acceptance testing and signoff for commencement of live operations)	\$171,468.75
System Acceptance Core CAD System	\$171,468.75
CAD Mobile System – Completion (Inclusive of all system design, installation, implementation, and required training resulting in CAD Mobile System successful acceptance testing and signoff for commencement of live operations)	\$224,917.00
CAD Training Workstations & Mapping software support – Completion (Inclusive of all system design, installation, implementation, resulting in successful acceptance testing and signoff for CAD Training Workstation use with training database connection.	\$83,228.00

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF,

INTERGRAPH PUBLIC SAFETY, INC:



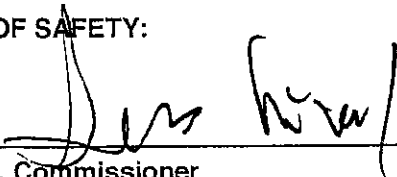
CONTRACTOR SIGNATURE

4-17-06

DATE

Wayne Robinson, Sr. Contract Administrator

DEPARTMENT OF SAFETY:



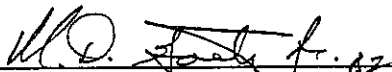
Gerald F. Nicely, Commissioner

4/20/06

DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:



M.D. Goetz, Jr., Commissioner

4/20/06

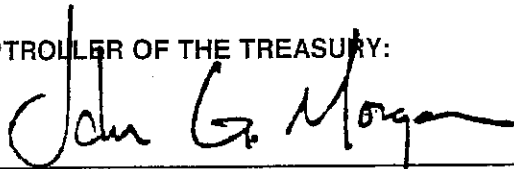
DATE

DEPARTMENT OF PERSONNEL:

Nat E. Johnson, Acting Commissioner

DATE

COMPTROLLER OF THE TREASURY:



John G. Morgan, Comptroller of the Treasury

4/21/06

DATE

CONTRACT SUMMARY SHEET

RFS Number:	349.03-404	Contract Number:	FA 05-16156-W
State Agency:	SAFETY	Division:	Highway Patrol
Contractor:		Contractor Identification Number:	
Intregraph Public Safety		X	V-
			C-
		63-0573222-11	

Service Description:
Computer Aided Dispatch System

Contract Begin Date:	Contract End Date:
1-Oct-04	30-Sep-07

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
349.03	CAD	83	11	X	on STARS	480

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (Include All Amendments)
2005			\$1,143,125.00		\$1,143,125.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total	\$0.00	\$0.00	\$1,143,125.00	\$0.00	\$1,143,125.00

CFDA Number: State Fiscal Contact: Name: DEBBIE BRADLEY Address: 1150 FOSTER AVE., NASHVILLE TN 37210 Phone: (615) 251-5137 Procuring Agency Budget Officer Signature: <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">Bill Hodge</div>	Check the box (below) ONLY if the answer is YES Is the Contractor a SUBRECIPIENT? (per OMB A-133) <input type="checkbox"/> Is the Contractor a VENDOR? (per OMB A-133) <input checked="" type="checkbox"/> Is the Fiscal Year Funding STRICTLY LIMITED? <input checked="" type="checkbox"/> Is the Contractor on STARS? <input checked="" type="checkbox"/> Is the Contractor's FORM W-9 ATTACHED? <input type="checkbox"/> Is the Contractor's Form W-9 Filed with Accounts? <input checked="" type="checkbox"/> Funding Certification Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
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COMPLETE FOR ALL AMENDMENTS (only)		
End Date >	Base Contract & Prior Amendments	This Amendment ONLY
FY 2004		
FY 2005		
FY 2006		
FY 2007		
FY 2008		
FY		
Totals	\$0.00	\$0.00

RECEIVED

MAR 30 2006

FISCAL REVIEW

OCT 18 2004

RECEIVED
 OCT 12 PM 3:11
 MAIL DELIVERY SERVICE

COMMUNICATIONS OFFICE
 OFFICE OF
 CONTRACT SERVICES

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY
AND
INTERGRAPH PUBLIC SAFETY, INC.**

This Contract, by and between the State of Tennessee, Department of Safety, hereinafter referred to as the "State" and Intergraph Public Safety, Inc., hereinafter referred to as the "Contractor," is for the provision of a turnkey Computer Aided Dispatch (CAD) system, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

Intergraph Public Safety, Inc.
241 Business Park Blvd.
Madison, AL 35758 USA

The Contractor's place of incorporation or organization is Delaware.

SCOPE OF SERVICES:

The Contractor shall provide a turnkey CAD system for the Tennessee Department of Safety (TDOS), providing statewide automated public safety dispatch and emergency management services. The CAD system must incorporate industry standard open architecture components. The CAD system must be fully compliant with the State of Tennessee Information Resources Architecture (per A33 on page 45). All equipment or supplies provided in the scope of this service will be new, or if any component has been remanufactured, it must be warranted by the manufacturer as new. The item must be the manufacturer's latest model and represent the best of currently available technology. The CAD system must equal or exceed all specifications and requirements detailed in this Scope of Services.

A.1. GENERAL SYSTEM REQUIREMENTS

Proposed system must be a comprehensive, state-of-the-art, fully integrated, interactive Public Safety command and control system, designed to enhance the Tennessee Department of Safety's (TDOS) operational environment. Functionality is to be included for a map centric Computer Aided Dispatch (CAD) system with capability to add an integrated Records Management System (RMS), mobile CAD, and Automated Vehicle Location (AVL) modules for law enforcement and emergency management agencies. Map functionality is to be an integral part of the proposed system. Interfaces to be included are for Telephone Device for the Deaf (TDD), Telephone Private Branch Exchange (PBX), Tennessee Information Enforcement System TIES), National Crime Information Center / National Law Enforcement Telecommunications System (NCIC / NLETS), Specialized federal, state, and local databases, Geographic Information System (GIS), Automatic Wrecker/Towing Service Dispatch/Log, ProQA Emergency Medical Dispatcher (EMD), and Net Clock system. Tennessee Department of Safety requires the proposed solution to meet the following minimum performance standards:

CAD response time – 2 seconds or less, 98% of the time, no operations to exceed 3 seconds
Availability – 99.999% for CAD

Required Computer Aided Dispatch system will provide the fundamental component of an effective law enforcement / public safety information system. Interoperability between the CAD, RMS, GIS mapping, mobile data computers, and automatic vehicle location (AVL) system is integral to overall system effectiveness and utility. The system will allow emergency operations and communications to be augmented, assisted, or partially controlled by an automated system. Use of the CAD system will streamline the processing of emergency calls for service from the public and improve the ability of communications dispatchers to handle peak service call loads.

The system must provide the Tennessee Highway Patrol, Commercial Vehicle Enforcement, and supported agencies with increased trooper/officer productivity and improved resource management while enhancing trooper/officer safety with detailed event information and unit status monitoring. This system must provide the basic data collection point for public safety service calls and field events, improving both reliability and accuracy of this information. To ensure that collected public safety data provides effective information and decision management tools the CAD must have the capability to be dynamically linked to department mobile data and RMS systems. The CAD must provide for the effective storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, or files related to public safety and law enforcement information.

Each THP district communications dispatch center will be capable of at least limited stand alone operations; however, an integral component of this system is the networking of each site to enable off-site archival and query of data records. During traffic stops the system will provide troopers/officers with vital up to date information now unavailable to officers in the field. Should a district trooper or CVE officer stop and cite a motorist for a violation and shortly thereafter a trooper or officer in another district stops the same motorist; a query of the driver's or vehicle's license conducted at the subsequent stop must reveal all information entered to the CAD system during the previous incident.

As the department desires a single seamless statewide CAD system, the interface with the legacy CAD system is not envisioned as a requirement, however; to the greatest extent possible existing CAD hardware items such as CAD workstations (five (5) Compaq EVO W4000 with dual 19" color monitors) should be utilized in the implementation of the new CAD system. It will be necessary to migrate existing CAD records to the new CAD system.

A.1.2. CAD Load Requirements

Tennessee Department of Safety communications dispatch center current workloads are as follows:

Yearly incident load:	18,400 (2,300 incident load x 8 disp ctrs)
Peak hour incident load:	160 (20 peak incident load X 8 disp ctrs)
Maximum # of Units on Duty:	265
Number of Agencies dispatched:	12

The incident load counts all dispatched events, including calls for service from the public, and all those initiated by officers, such as traffic stops.

The system as proposed must be capable of processing current incident load plus an increase of 12% per year resulting in a calculated four-year total of 25,851 and a peak hour of 225 events.

A.1.3. Workstation Requirements

Each CAD dispatcher and supervisor position requires, at a minimum, a single Windows 2000 or XP Professional compatible PC with three (3) VGA monitors, with a single mouse and keyboard. VGA screens are to be "interactive" providing windows for work screens, mapping, and a status screen to be used for tracking units as well as other views of data being presented to the operator via Microsoft Windows. If a vendor must bid more than one PC to drive the three monitors, or if the vendor must bid a workstation other than what is described, the vendor should make a clear and concise statement as to why the vendor is unable to bid as requested. Alternative screen methodologies will be considered based on the merit of the explanations offered. The number and configuration of each workstation position will be provided as follows:

Type	Number
<i>Dispatcher</i>	<i>18</i>
<i>Supervisor</i>	<i>8</i>
<i>Other Administrative</i>	<i>(Vendor Solution Dependent)</i>

The CAD system is to be installed at the Tennessee Department of Safety Headquarters, Information Systems Office, 1144 Foster Ave Nashville TN 37210. The following locations will have remote workstations installed. The locations and type of each workstation (dispatcher, supervisor, administrative/maintenance) are shown below. Remote locations are to be networked by the state WAN network with automated failover to an alternate network pathway. For example; should the state WAN connection be lost, the CAD system connection may be maintained by failover to a dialup ISDN connection. The vendor is encouraged to propose alternate network paths that are most applicable to the proposed CAD solution and the State's requirements. Vendor should not assume that existing connections are preferred.

Location	Type	Number
THP District 1, Knoxville	Dispatcher	2
THP District 1, Knoxville	Supervisor	1
THP District 2, Chattanooga	Dispatcher	2
THP District 2, Chattanooga	Supervisor	1
THP District 3, Nashville	Dispatcher	4
THP District 3, Nashville	Supervisor	1
THP District 3, Nashville	CAD Admin	1
THP District 3, Nashville	CAD Map Admin	1
THP District 4, Memphis	Dispatcher	2
THP District 4, Memphis	Supervisor	1
THP District 5, Fall Branch	Dispatcher	2
THP District 5, Fall Branch	Supervisor	1
THP District 6, Cookeville	Dispatcher	2
THP District 6, Cookeville	Supervisor	1
THP District 7, Lawrenceburg	Dispatcher	2
THP District 7, Lawrenceburg	Supervisor	1
THP District 8, Jackson	Dispatcher	2
THP District 8, Jackson	Supervisor	1

A.1.4. Printer Requirements

Each supervisor and administrative workstation will have a Platform 1 color laser printer for printing of reports, charts, and maps as required. Dispatcher workstations will use existing dispatch Lexmark T630 monochrome laser printers with CAD workstation. Department of Safety intends to procure all required printers off current state contract; printer brand and model will be provided prior to system implementation. Current State of Tennessee Printer Contracts may be viewed at <http://www.tss.state.tn.us/Printers.html>.

A.1.5. CAD Data Storage Requirements

CAD disk storage will be sized so as to provide a minimum of 1 year of on-line event retrieval. Basic incident information plus all transactions (unit assignments, status changes, additional information) recorded for the incident must be immediately accessible by CAD workstations for a full 1-year period from date of incident. The vendor must allow for enough disk space to store 3 years of closed incident data plus an additional 180-day margin to allow the agency(s) to perform backup and purging of old incident data. In addition, the vendor must allow for another 90 days of open space to facilitate the reloading of old incident data for reporting and queries.

In total, the system must provide disk storage space for 4 years of incident data (3 years for closed incident data + 90 days of incident data queries + 180 days for backup/purging and 90 days for reload and reporting). The incident data must be stored in its entirety; storage of summary incident data only is not acceptable. Data must be stored in ODBC compliant format; current State standards for UNIX and NT server platforms include Microsoft SQL Server and Oracle standard or enterprise.

A.1.6. System Interface Descriptions

A.1.6.1. Required CAD system interfaces include:

Telephone Device for the Deaf (TDD) - Required for the telephone device for the hearing disabled (TDD) at each primary dispatch and supervisor position, providing CAD workstation users communication with TDD callers. TDD device currently in use by THP District 3 is the Zetron Model 3030.

Telephone Private Branch Exchange (PBX) – Interface with legacy PBX, COMDIAL DXP at all dispatch locations, providing telephone caller ID (Calling number ID) information to auto-populate CAD Event caller information fields.

Tennessee Information Enforcement System (TIES), National Crime Information Center / National Law Enforcement Telecommunications System (NCIC / NLETS) – Providing CAD workstation users with TIES and NCIC/NLETS query and TTY capability.

Geographic Information System (GIS) – Required for display of incident / event and unit locations.

Automatic Wrecker/Towing Service Dispatch/Log – Providing automatic queuing of wrecker/towing agencies with ability to select agency for citizen "by name requests" without disrupting or requiring manual reset of agency queues by wrecker/towing class.

Net Clock - The CAD system must provide an interface for a system net clock.

A.1.6.2. Optional CAD system interfaces include:

Record Management System - RMS must support remote workstation report requirements and mobile unit file transfer, archive, and retrieval of field reports and citations.

ProQA Emergency Medical Dispatcher (EMD) software.

Mobile Data Computer system (MDC) - Mobile data system includes Motorola Premier MDC mobile application with Motorola Premier Message Switch. The CAD system must support digital dispatch, messaging, and AVL unit position updates to CAD map files.

Specialized federal, state, and local databases (commercial vehicle statistics, missing persons, vehicle registrations, local warrants, etc.) – Providing access to specialized database information.

Automatic Vehicle Location system (AVL) – Providing unit location information for CAD operations.

A.1.7. Geographic Data

Geographic Data Technology, Inc. (GDT) Dynamap Transportation (v5.3) will be provided by the State for core GIS/Mapping data requirements.

A.2. CAD System Requirements

- A.2.1. All system components must be seamlessly integrated to allow for ease of data entry and retrieval.
- A.2.2. Ability to support multi-agency, multi-jurisdictional operations with full data integrity capability.
- A.2.3. System provides automatic assignment of incident numbers with differentiation for agency and multi-jurisdictions.
- A.2.4. Ability to perform any system tasks from any authorized workstation.
- A.2.5. System must provide for entry of unlimited narrative with text wrap-around feature for both incident and non-incident entries.
- A.2.6. Ability to print to any printer within the authorized network from any application.
- A.2.7. System must provide user ability to selectively print information (incident history, location of interest information, reports, etc).
- A.2.8. Print in landscape or portrait mode as appropriate.
- A.2.9. Log and display all times in HH:MM:SS (24 hour clock) format.
- A.2.10. System must generate all date and time stamps automatically.
- A.2.11. Authorized personnel are to have ability to enter an override date/time. All override date and time stamps must be clearly recorded and displayed as manually entered.
- A.2.12. The CAD system must provide the ability to handle the variety of transactions that a dispatcher must handle almost simultaneously.
- A.2.13. The CAD system must support multiple command lines.

- A.2.14. The CAD system must support multiple work areas. For example, the dispatcher must be able to have two or more incident initiation forms displayed at the same time.
- A.2.15. The CAD system must allow multiple CAD functions to be in progress at the same time. For instance, a command is being entered; the user is able move to another work area or command line and submits another transaction, then return to the previous function and resume where they left off.
- A.2.16. The system must provide the user with a highly integrated set of application modules offering a consistent user interface in order to minimize user training and system administration.
- A.2.17. Quick entry methods minimize the keystrokes required to perform incident initiation, incident dispatch, and unit status changes.
- A.2.18. Entry of the fewest number of significant digits of the incident number allows users to recall the record for update and review.
- A.2.19. Function keys may be used for frequently used functions.
- A.2.20. The system must automatically check reference data files during incident processing.
- A.2.21. Users must have the ability to move forward and backward to complete data fields as well as the ability to correct spelling errors without having to retype the entire field.
- A.2.22. Users must be able to correct command line errors using edit keys and resubmit the command without having to put the cursor at the end of the command.
- A.2.23. When errors are encountered within a data entry form the system must automatically place the cursor on the field in error and display a descriptive error message.
- A.2.24. The cursor returns to the first position of the first field following completion of a command line function.
- A.2.25. The system will be highly configurable, allowing each user agency to define separate parameters.
- A.2.26. Any parameter change or database change must be allowed while the system is on-line. For instance, if a user agency wanted to add a new status code to track a unit's administrative time spent at "Court", they can do this while the CAD is in-use. The parameter change takes effect immediately.
- A.2.27. On-line help must be available from any screen and must include system documentation.
- A.2.28. The system must be based on a client/server architecture.
- A.2.29. The system must have a Windows graphical user interface (GUI).
- A.2.30. Frequently used tasks must be able to be done by both the keyboard and mouse. However, the system will allow all dispatch commands to be initiated by keystroke only if desired.
- A.2.31. The system must provide drop down menus for frequently used fields such as incident types, disposition codes, agency IDs, etc.

- A.2.32. The system must allow for interfacing to other modules such as alarm systems, paging systems, etc.
- A.2.33. Provide on-line access to historical records captured through the computer system for at least 3 years.
- A.2.34. When errors are encountered on the masks or command line, the system will automatically place the cursor on the field in error. In case of multiple errors, the system will automatically place the cursor at the first error instance on the form.
- A.2.35. The system must have an on-line CAD training and testing subsystem that does not impact "live" CAD operations. Upon sign-on the user will be able to select training or live mode.
- A.2.36. Remote CAD workstations must be capable of limited stand-alone CAD and report generation operations.

A.3. Commands and Forms Processing

- A.3.1. CAD must allow users to enter information such as incident initiation, incident updates, incident recall, incident dispatch, and unit status update using all of the following methods. For instance, dispatch, incident update, incident recall, unit status updates, etc., must be able to be supported via command, form, mouse, and map operations.

Command Line.

Preformatted Screen (Forms).

Mouse Operations. Mouse must not be the only method of data entry for a CAD function. All mouse operations must be able to be supported via like command or form operation.

Via the Mapping application.

- A.3.2. Command entries will consist of a command identifier and data parameters.

All commands may be entered in a user-defined order without the need for special command identifiers. For instance, a command to enroute a unit might be entered in as 3364 EN, where 3364 is the unit ID and EN is the user-defined status for enroute.

Commands can be entered in any order. For instance, the above unit status command could be entered in as 3364 EN or EN 3364.

- A.3.3. Data parameters may be entered in any order on the command line.

- A.3.4. The following high priority functions may be entered by command line, function key, mouse or form:

Incident initiation
Incident update
Incident recall
Incident dispatch
Unit status update

- A.3.5. Menu screens must be available to facilitate access to less frequently used functions such as CAD configuration databases and reports, but should not be utilized for normal CAD functions.

- A.3.6. The system must provide for multiple tasks to be performed from a single command such as:

Dispatching multiple units or changing multiple unit statuses at the same time.

Entry of an incident from a command line with an OLN and having the system run a NCIC and local database check.

Entry of an incident from a command line with a plate and having the system run a NCIC and local database check.

- A.3.7. Commonly used functions must be able to be implemented by function keys.

- A.3.8. The system must provide a command to clear a unit(s) from an incident and return the incident to the pending queue without presenting the pre-empted call to the dispatcher.

A.4. Split Screen Capability

- A.4.1. The system will support a split screen capability that provides the display and use of multiple separate work areas and command lines on a single or multiple monitors. These work areas will operate independently and allow the user to perform the same or separate functions from each area.
- A.4.2. The user will be able to move easily from one work area to the other via the mouse or single keystroke.
- A.4.3. The work areas must operate independently--a command or function in one area must not disturb the command or function in the other area.
- A.4.4. The user will be able to enter a command on the command line without disturbing operations in the work areas.

A.5. Work Screens

- A.5.1. All dispatcher, supervisor, and administrative workstations will be equipped with tri-monitor displays, multi-ported VGA cards (quad cards at a minimum), and a single keyboard. This will provide configuration flexibility allowing multiple monitors to be added to any workstation when the need arises.
- A.5.2. Dispatcher/training workstations can function with a single interactive monitor that will display all units and incident information that is normally displayed on the work monitor of a tri-monitor dispatch workstation.
- A.5.3. Each CAD position will be a Microsoft Windows 2000 compatible PC workstation. The intelligent PC workstation will support local processing of appropriate user interface features. The workstations must be able to support:
 - Color status monitor (VGA 1024 x 768 minimum)
 - Color work monitor (VGA 1024 x 768 minimum)
 - Color mapping monitor (VGA 1024 x 768 minimum)
 - Standard keyboards (16 function keyboards preferred)
 - Microsoft Windows for display of unit and incident information
 - Graphic display of maps, spatial data mapping and updates
- A.5.4. User system must support the ability for system administrators to configure the layout of the workstation screen(s) depending on the number of monitors at the workstations. The workstation windows for pending queues, active units display, active incidents, etc., must not be "hard-coded". The workstation software applications must allow administrators to alter the configurations at anytime.
- A.5.5. A configuration example that might be supported would be the first monitor configured for form work areas and command lines, a second monitor configured with unit and incident status windows, and a third monitor for the mapping application.
- A.5.6. The status monitor will allow the user to page via keystrokes or utilize the mouse to scroll to subsequent screens to view more incidents or vehicles than will fit on a single window.
- A.5.7. Paging from one status screen to the next will be accomplished by a single keystroke or mouse.

- A.5.8. The status screen information must be dynamically updated and displayed as incident and unit information changes.
- A.5.9. The vendor will make use of color in addition to textual information to enhance status recognition. Color assignments will be user-definable.
- A.5.10. The use of color must not be the only method to alert the user of information as colorblind users maybe inhibited.
- A.5.11. The following information must be displayed and dynamically updated for each unit on the status monitor:

Unit ID/call sign.

Indication that the unit has special features (e.g., supervisor, MDC-equipped, K-9, etc.).

Type of incident or administrative status to which the unit is currently assigned.

Incident number if unit is currently assigned.

Unit status.

Number of minutes in that status.

Unit location information.

Address of the unit location. Can be a commonplace, intersection, street address, etc.

Additional location description. In addition to the address field, a field for additional free form location description such as "female motorist with small children".

Agency ID.

Stacked call counter. For units that have multiple calls stacked against the unit, the system must display the number calls stacked against the unit.

The area(s) that the unit is currently working.

Caller's location. Separate from the location of the incident.

Estimated Time of Arrival.

- A.5.12. The unit status monitor must be user definable. The field order, sort criteria, number of columns, and filtering (what data appears in the window) can be configured by the system administrator for any combination of windows.
- A.5.13. There must be separate work areas to allow dispatchers to handle several calls at the same time.
- A.5.14. Formatted screens must be available for initiating database inquiries.
- A.5.15. The following information must be displayed on the incident status monitor:

Active Incident Display:

Active incidents (those currently assigned to a unit or units)

Incident number

Time initiated

Incident type

All units assigned grouped by dispatch time

Incident location

Other location description

Agency ID of the incident

Caller's Contact #

Caller's location

Priority

Incident Status

Console ID that initiated the incident
Estimated Time of Arrival
Incident location zoning information (Area, Sector, etc.)

- A.5.16. There must be color-coded automatic safety warning timers.
- A.5.17. The CAD System will maintain timers for each unit status and alert the dispatcher if the unit has "timed out".
- A.5.18. The CAD System will support a function to reset timers for units that have "timed out".

Unit timers can be reset to a default value for the status.

Unit timers can be reset to an entered value. For instance, a command to give the unit a specific amount of additional time (i.e. 1,2,3,4, ...minutes) must be supported.

Unit timers must be able to be set automatically based upon not only the status, but also the priority of the incident they are responding to. An enroute time to a low priority incident has more allowable time versus a high priority incident.

Unit timers can also be set to automatically add additional time offsets based upon the area they are being dispatched to. For instance, the enroute timer might be set to 10 minutes. If the unit is dispatched to a rural area then add 5 additional minutes.

A.6. Pending Incidents Queue

- A.6.1. All dispatchers' interactive screens will have a section dedicated to displaying pending incidents.
- A.6.2. The pending queue display will list pending incidents for the dispatcher's area of responsibility.
- A.6.3. The system will dynamically update the pending queue as new incidents are entered and incidents are assigned.
- A.6.4. Users will be able to page to subsequent screens in the pending queue.
- A.6.5. The pending queue sort order will be user defined (e.g., first by priority, then chronologically by time received).
- A.6.6. The pending queue will include:

Incident number
Incident type
Priority
Incident address (Street address, common place, Intersection)
Time the call was received
Console ID that initiated the incident
User defined zoning information such as Sector, Zone, etc.
Additional free form location descriptions such as "right lane blocked"
Name / Type of Caller, law enforcement agency, private citizen, etc
Contact Number
Agency ID for the incident
Supplemental update flag alerting the user that additional information is available for the incident

- A.6.7. The CAD system will maintain timers for each incident and alert the dispatcher if the incident has "timed out." Timers are based on the priority of the incident.
- Pending incidents are timed by the priority of the incident.
Incidents that are "stacked" against a unit have a different timer value and may also time out.
- A.6.8. The system will support a function to reset timers for incidents that have "timed out."
- An audit trail record of the incident time-out will be added to the history of the incident.
An audit trail record of the time-out reset will be added to the history of the incident.
- A.6.9. The pending queue must support the use of color to differentiate priorities and incident time-outs.
- A.6.10. Dispatchers must have a visual indicator that the incident is new to the pending queue and has not been viewed. Dispatchers will have the option of dispatching new incidents immediately or placing them in the pending queue.
- A.6.11. The system must be able to display active/pending incidents by area and incident status.

A.7. Function Keys

- A.7.1. Commonly used functions will be initiated by function keys.
- A.7.2. It is desirable that function keys include (at a minimum):
- Moving the cursor to the command line
 - E-mail message display
 - State and Local Government Query replies display
 - Previous incidents at the location of a displayed incident
 - User defined Hazard/Premise information at or in the vicinity of the location of a displayed incident
 - Incident Update
 - Field initiated incidents
 - Page forward
 - Incident Recall
 - Incident dispatch
 - Unit status updates
 - Transmit (Submit) information

A.8. Required User Positions

- A.8.1. The system will support the following user classifications:
- Calltaker
 - Dispatcher
 - Supervisor
 - Mobile Data Computer (MDC)
 - Trainee
- A.8.2. User positions must be able to be dynamically assigned during the sign-on process. Any position's capabilities are defined by the user's capabilities, not limited by a predefined set-up.

A.9. Security Considerations

- A.9.1. All users will be required to log on to the system before receiving access to any function.
- A.9.2. The log on will include at a minimum:
 - A unique user ID
 - A "silent key-in" password
 - User classification (e.g., calltaker, dispatcher)
 - Areas of coverage and responsibility (e.g., district 1, district 2)
 - Production (Live) or Training mode
 - Agency ID
- A.9.3. The user ID and password will be validated by the system.
- A.9.4. The system must provide security at both the individual console and personnel level.
- A.9.5. Once the user signs on, the functions accessible to the user are determined by the more restrictive of the user and console security levels.
- A.9.6. The CAD system must allow system administrators the ability to easily update security parameters while the system is on-line.
- A.9.7. A position is dynamically assigned at sign on, which permits users with the proper security level to sign on at any CAD terminal, local or remote.
- A.9.8. The console security will be combined with the personnel security to determine system access to the following:
 - "Read" access to any database
 - "Add" access to any single database
 - "Modify" access to any single database
 - "Delete" access to any single database
 - Each function key for which access is granted
 - Each command for which access is granted
- A.9.9. The system must support multi-level security and provide an audit trail that records all unit logins, incident and database changes.
- A.9.10. Access to audit trails must be available only to users with proper security.

A.10. Initiating Incidents

- A.10.1. The system will have the ability to receive calls and initiate incidents from the following sources:
 - Regular 7- or 10-digit calls
 - Public counter (Sheriffs Office, Municipal Police)
 - Investigations request
 - Field initiated
 - Alarm system
 - TDD Emulator
 - Integration to the Medical Priority Consultants Pro Q&A caller aid application

- A.10.2. The incident record must track the source of the call (i.e. agency, 10 digit, officer initiated, MDC initiated).
- A.10.3. The CAD system must support the following incident initiation methods:
- Incident initiated from the command line
 - Incident initiated from preformatted screens
 - Field initiated incidents, which initiate an incident and dispatch the unit in the same function
 - Initiation from the Mapping Application via a point and click method
- A.10.4. Incidents may be initiated with minimum entry of the incident location and type (signal code).
- A.10.5. The system will validate the incident type from a user-defined database.
- The system must provide a pick list of incident type codes in the event that the system cannot locate the entered incident type in the incident types database.
- A.10.6. The system will provide an incident type alias database.
- A.10.7. The system will support an administrative function to allow the definition of an unlimited number of incident types. The incident types database may be changed while the CAD system is on line.
- A.10.8. Information in addition to incident location and type may be entered from the command line or preformatted screen:
- Caller's name.
 - Caller's telephone number.
 - Caller's contact information.
 - Location description (freeform location description).
 - Priority (overrides the default priority for the incident type entered).
 - Comments.
 - Disposition (if entered will initiate and close the call with a single function)
 - Modifying Circumstances. An optional field that will allow additional information about the incident type such as weapon involved, suspect being held, shot fired, etc. that will further classify the incident priority and response.
 - The ability to enter in a date and time and schedule the incident for a future date/time.
- A.10.9. The operator may enter the incident priority; otherwise, the CAD system will automatically enter the user-defined priority for the incident type.
- A.10.10. The CAD system will support the generation of multiple agency incidents for a single call entry (e.g., THP, CVE, CP, etc).
- Agencies may define by incident type the incidents that will require the response of more than one agency.
 - The system must prompt the calltaker with questions to ask to determine if multiple incidents should be generated (i.e., involvement of commercial vehicles, medical assistance, etc).
 - Associated incidents must be linked. For instance, when a THP incident is displayed, if there is an associated CVE incident, the corresponding incident number must be displayed.

A.10.11. Telephone Caller ID Interface:

The system will automatically transfer telephone caller ID (Calling Number ID) information into reporting party fields of the incident initiation form.

A.10.12. The CAD system will automatically generate the following information for the incident:

- A unique incident number
- Geographic location information (e.g., reporting area, zone)
- Date and time the incident was initiated
- ID of the operator initiating the incident
- ID of the console initiating the incident
- Spatial data file coordinates
- Incident priority
- Flag indicating the presence of previous incidents at the location
- Flag indicating previous contact with OLN /plates if an OLN/ plate was entered during the incident initiation process

A.10.13. The system will perform the following automatic checks and flag the incident when information is found that relates to the location:

- Previous incidents that have occurred at the incident location.
- User defined Premise information databases. The system must support multiple (10 or more) databases that are automatically searched and flagged for the operator anytime the incident is displayed.

Functionality is to include:

- The flags to indicate the existence of premise information must differentiate between an exact or in-the-area hit at the incident location
- Distance for considering an 'in-the-area hit' must be user-definable (See A.12.2.c)
- Automatic logging to the incident history and the viewing of the information by the responsible dispatcher
- The ability to graphically display on the mapping application premise information and link to appropriate documents via a single map click

A.10.14. After an incident is forwarded to the dispatcher, the CAD system will provide the calltaker with a screen for entering additional information as it is received.

A.10.15. The dispatcher will be capable of dispatching an incident while the calltaker is updating the same incident. There shall be no limit to the number of users that may be reviewing or updating the same incident.

A.10.16. The CAD system will support a feature to alert the dispatcher when supplemental information is added to an incident.

A.10.17. The system must have the ability to simultaneously create incidents with separate incident numbers in order to dispatch department or local government units to the same incident and maintain an association between the incidents.

- A.10.18. An incident may be created to close automatically at initiation. This feature would be used for an incident that requires no response but should be entered into the system for statistical purposes.

The system must be able to display user defined instructions to the operator for these closed incidents. An example might be, refer caller to animal control at a specific phone number.

- A.10.19. The system must pre-fill fields in appropriate pre-formatted screens, eliminating redundant data entry.
- A.10.20. The system must support field-initiated events from both a dispatcher and mobile data entry.
- A.10.21. The CAD system must support a temporary units feature allowing units that are not predefined in the system or on duty, to be added, incident initiated, and dispatched via a single function. Once the unit completes the activity, they are automatically removed from the system.
- A.10.22. The system must allow for pre-scheduled calls, that is, calls where user-determined time schedules will be displayed as a call waiting.

A.11. Location Verification

- A.11.1. Location can be verified by entering partial incident address information (one-character minimum). The following examples apply:

A street address entered as "100 S" would display all streets that have a 100 block that starts with an "S"

A Common Place entered as "L" would display all common places that start with "L"

An intersection entered as "L/S" would display all streets that start with "L" that intersect with a street that starts with a "S"

- A.11.2. Location can be entered using the following methods:

Complete or partial street address verified at a minimum of the street block level

Common place or landmark name

Intersection

Highway mile-marker number

- A.11.3. The system must be capable of supporting an unlimited number of alias names for each street.
- A.11.4. The system must allow user to conduct other entries/transactions while location information verification is being performed.
- A.11.5. The system must be able to verify alarm information.
- A.11.6. When a partial location is entered, the system will display possible matches.
- A.11.7. The user must be able to page to subsequent screens to view all available information about the location.
- A.11.8. The user will be able to select the correct match from the list of the possible address matches without having to retype the address.

- A.11.9. If no matches are found for the entered address, the user will be able to bypass address verification and force the address into the system.
- A.11.10. If address verification is by-passed; the system will require the following information to be entered:
- Agency ID
 - Geographic area assignment
- A.11.11. If address verification is bypassed, the system will flag the incident for subsequent reporting.
- A.11.12. The system must provide sub-components of an address, such as suite, front/rear or other specific premise history.

A.12. GIS/Mapping Application

- A.12.1. The CAD system must support an application that allows the graphical update of the spatial database via ESRI supported GIS tool(s) (ArcGIS, ArcView, ArcInfo, etc.). The GIS tool must support:
- The drawing of street segments and the entry of the attribute information such as street numbers
 - The drawing of THP and CVE polygons such as patrol zones and roadblocks
 - An automatic assignment process that updates the street segments with the appropriate zoning attributes per the polygons draw / instead of having to update each individual street segment with the appropriate police, fire, and EMS boundary information for each side of the street, the system shall perform this automatically
 - The ability to have user defined map layers for information such as, but not limited to, lakes, water ways, railroad, parcels, parks, building footprints, etc
 - The ability to create links from the spatial data to specific documents for locations or map points / this may include Excel, Word, photos, etc.
 - The ability to create links to the Web via points on the map
 - The updates to the map must not affect CAD operations
 - Updates must be able to be uploaded to the CAD on a transaction-by-transaction basis while the system is online

A.12.2. Spatial data elements must include the following:

Address:

Number and Street name with street type (st, rd, wy, etc.)
Direction
City
County
High/low addresses
Odd/even side of the street attribute information

Commonplace names.

X/Y Coordinates. The spatial data must be coordinate based and provide the ability to search hazard and premise data, as well as previous incidents. These searches must be for the exact incident location, as well as within a user-defined number of feet circumference from a coordinate point associated with the location. These searches must also use X/Y coordinates, not pre-defined grids or artificial boundaries associated with older tabular spatial data databases.

Cross streets/intersections:

Intersections maybe entered in any order (i.e. Main/1st or 1st/Main). The order of the entry shall not be altered. For example, if the user entered Main/1st, the CAD shall not convert the entry to 1st/main.

Geographic areas. The system must be capable of supporting geographic definition. For example:

Law Enforcement zones, sectors, etc.
Other agencies (e.g., towing services, public works, animal control, coroner)

The spatial data must be able to support a different geographic breakdown for each agency defined in the system.

- A.12.3. Updates to the spatial data will occur while the CAD system is on line. All updates to spatial data files involving street address data fields should be captured to a separate spatial dataset. This will allow for efficient mass update to spatial datasets without loss of update data. Updates must occur via a GIS application provided by the vendor which is fully compliant with Geographic Data Technology, Inc. (GDT) Dynamap Transportation (v5.3) provided by the State for core GIS/Mapping data requirements.
- A.12.4. The system must provide a fully integrated map that shows incident and unit location.
- A.12.5. Map display must show the best route to an incident.
- A.12.6. The system must have the ability to zoom from region down to an address on an individual parcel.
- A.12.7. The system must be able to send maps to field units for display in mobile terminals.
- A.12.8. The system must provide map sets for Police, Fire, EMS and other City departments with different levels of detail.
- A.12.9. The system must be able to support separate geographic definitions for THP and CVE, such as, zones, troops, districts, and division quadrants.
- A.12.10. The system must be able to use alias names and soundex matching to verify location for streets, street segments and landmarks allowing for variations in spelling and where a street has multiple names/aliases.

- A.12.11. The system must be able to accept, verify and provide location specific information based on the entry of a location not specific to a particular address (e.g., overpass or highway landmark).
- A.12.12. The system must provide distance and direction of travel information from any point to any point in the spatial data.
- A.12.13. The application must recommend appropriate emergency responders.
- A.12.14. The system must provide a method to track and report specific commonplace locations to be used in the incident create process that allows the operator to create an incident without searching for the physical address for the commonplace location.

A.13. Duplicate Incident Check

- A.13.1. Once the address has been verified, the system will perform a check for duplicate incidents.
- A.13.2. The potential duplicate display must not displace the incident being entered.
- A.13.3. The CAD system will make a true circumference, distance in feet, search in a user definable number of feet from an X/Y coordinate in the geographic area of the incident being initiated and display potential duplicate incidents. Using pre-defined grids or artificial boundaries associated with tabular spatial data databases are not acceptable.
- A.13.4. The calltaker or dispatcher will be able to easily cancel the incident if it is found to be a duplicate.
- A.13.5. The CAD system will display, in a separate window, potential matches to the incident being entered.
- A.13.6. Prior to initiation the calltaker or dispatcher may select one of the duplicate incidents and append the information entered into an existing incident retaining reporting party information from both original incidents.

A.14. Incident Routing

- A.14.1. Once a location has been verified and checked for duplicates, the system will automatically route the incident to the proper dispatcher.
- A.14.2. The calltaker will have the ability to override the automatic system routing.
- A.14.3. The system routes an incident based on the agency, type of incident, and its location. From this information, the system determines the proper jurisdiction and agency. The incident is then routed to the appropriate position(s) covering the area that the incident resides in.
- A.14.4. By incident type, the CAD must be able to override the standard routing, and route based upon a user defined alternative routing.

A.15. Incident Numbers

- A.15.1. The system will assign an agency ID and a unique incident number for each incident.

Each agency may define whether its incident numbers are automatically reset daily, monthly, or yearly.

Each agency may define the fiscal reset date for the incident number by agency.

Incident numbering formats must be user-defined. For instance, one agency might want the incident number formatted, as “year-month-day-sequence number” and another agency might want “day-sequence number”.

- A.15.2. The system must be able to support multi-jurisdictional agencies and assign a unique incident number sequence to each.
- A.15.3. It will be possible to initiate groups of incidents at the same location with a single function. For example, when a trooper needs 3 incident numbers to be assigned for citations/arrests during a roadblock or DUI checkpoint operation.

A.16. Dispatching Incidents

- A.16.1. A function key will retrieve the oldest, highest priority incident in the dispatcher's pending queue.

By depressing the function key again, the next highest priority incident will be displayed, and so on. This allows a dispatcher to browse the pending queue via a function key.

The mapping application will automatically zoom the map to center the incident in a mapping window when the function key is depressed.

- A.16.2. The dispatcher will be able to retrieve any incident for dispatch by typing the fewest number of significant digits of the incident number and pressing a dispatch function key.
- A.16.3. The entry of a unit or units in the dispatch command sequence on the command line will cause those units to be dispatched directly without any screen display. Multiple units must be able to be entered.
- A.16.4. The dispatch recommendation may display both available and unavailable units in the response area of the incident. Unavailable units will be highlighted by an identifier in front of their unit IDs to indicate they are busy but recommendable.
- A.16.5. If the dispatch recommendation is acceptable, the units will be dispatched with a single keystroke.
- A.16.6. The dispatcher will be able to override the system's unit recommendation.

The CAD system will log the recommendation displayed for the dispatcher to the incident's history.

- A.16.7. The CAD system will respond to the initial dispatch by automatically performing the following actions:
- Assign the dispatched units to the incident
 - Remove the incident from the dispatcher's pending queue
 - Update the incident in the incident status display
 - Update the units in the unit status display
 - Start the status timers for the dispatched units
 - Log the dispatches in the incident history
 - Time, operator and position stamp all actions
- A.16.8. There will be no limit to the number of units that may be assigned to an incident. The system must track all the units individually.
- A.16.9. CAD must be able to route calls to multiple dispatchers based upon the type of call or area of response. More than one dispatcher, as well as supervisors, must be able to monitor the various activity or calls at any time.
- A.16.10. The system must be able to create simultaneous incidents with separate incident numbers to dispatch different THP district or CVE division units to the same incident and maintain an association between the incidents.

A.17. Unit Dispatching

- A.17.1. Units recommended for an incident will be based on the geographic area of the incident, the incident type, and the units' capabilities.
- A.17.2. Safety units may be "pre-assigned" to incidents while they are assigned to other incidents. When a unit clears its assignment, it is automatically dispatched to the "pre-assigned" incident.
- A.17.3. Off-duty units may be placed temporarily on duty and assigned to an incident. When the unit clears the incident, it will return to its off-duty status.
- A.17.4. An assigned unit may be rerouted to another incident.
- A.17.5. If more than one unit is assigned to an incident at one time; the first unit will be designated as the primary unit and any additional units as backups
- An operator may modify the unit designated as the primary unit on any incident.
- A.17.6. The system must track times for each assigned person and each unit respectively.
- A.17.7. A tracking mechanism must monitor troopers / officers making intermediate stops en route to another call for service. The primary call will revert to "call waiting" during this intermediate stop service.

A.18. Premise, Hazard, and Previous Incidents Information

- A.18.1. The premise and hazard databases must include different categories of information including:
 - General premise information
 - Law enforcement premise information
- A.18.2. When an incident is displayed for either dispatch or update, included will be indicators of premise or hazard information for the incident location or its vicinity.
- A.18.3. The premise or hazard information flags must indicate the type of information available.
- A.18.4. A previous incident indicator will also display if any incidents have occurred at the incident location or in the vicinity. These previous incidents must have occurred within the time frame that CAD incident information is left on-line.
- A.18.5. The dispatcher will be able to recall any of the information for premise, hazards, and previous incidents with a single keystroke.
- A.18.6. Premise, hazards and previous incidents must be added to the dispatcher screen display without overlaying the incident data.

A.19. Status Changes

- A.19.1. The system will contain a set of agency-defined status codes.
- A.19.2. The system must allow new status codes to be added while the system is on line.
- A.19.3. The system must allow the user agency to define the following types of unit status parameters:
 - Special status colors
 - Allow a unit to be available for dispatch while in a status
 - Allow a unit to be available for recommendation while in a status
 - Time allowed in a status
- A.19.4. The following statuses must be available for Safety units:
 - Dispatched
 - En route
 - Arrived
 - Clear, on scene
 - Administrative
 - Any other agency-defined status
- A.19.5. Status changes will occur automatically as units are assigned to incidents.
- A.19.6. The system will allow for status changes to be performed for multiple units with a single function key.
- A.19.7. The system will track time in status for each unit separately and allow each unit to be dynamically assigned different "time out" values.

- A.19.8. When a unit is put into a status, the system will assign a default timer defined for each status. The system will notify the dispatcher when units are in a status too long. The time allowed in a status must be agency-defined.
- A.19.9. Unit status may be updated using a command, form, MDC, status head or function key.
- A.19.10. The system will allow units to be placed on duty from a preformatted screen or command line.
- A.19.11. The on-duty entry must include duty assignment.
- A.19.12. It must be possible to assign units as multiple zone and or special assignments.
- A.19.13. The system will track the primary unit assigned to each incident. The system will allow the primary unit to be updated.
- A.19.14. The dispatcher will have the ability to transfer units from one geographic area to another.
- A.19.15. Units assigned to an incident can be updated with a location other than the location of the incident. This information will be entered into the incident and unit history.
- A.19.16. The system will allow comment information to be entered during unit status updates. This comment information will be logged to the unit log history and to the incident record if the unit is assigned to an incident.
- A.19.17. Dispatchers must have the authority/option to make changes in the on-duty unit status.

A.20. Updating and Closing Incidents

- A.20.1. System users may recall incidents for review, enter update information, or to dispatch additional units.
- A.20.2. An incident to be displayed or updated may be accessed by entering either the fewest number of significant digits or the unit ID of any unit assigned to the incident.
- A.20.3. It will be possible to update or display closed incidents.
- A.20.4. The system will support a continuous update mode where a user can continually enter incident narrative.
- A.20.5. The system will allow an unlimited number of updates and comments to each incident.
- A.20.6. All incident updates will be time, position and operator stamped.
- A.20.7. When updates are made to incident data (e.g., caller's name, location, incident type), the system will record in the incident history the original information and the new information for the updated field.
- A.20.8. It will be possible to display the entire chronological history of an incident.

- A.20.9. Any authorized user will be able to print incident information or history upon demand.
- A.20.10. An incident may be automatically closed after the last unit has cleared and one of the units assigned to the incident provided a disposition code.
- A.20.11. The system will provide a function to clear all units from an incident at once and assign a final disposition code.
- A.20.12. It will be possible to dispatch a busy unit to another incident. If the unit is the only assigned unit to the incident from which it is being removed, the system will return the incident to the dispatcher's pending queue with an indicator to show that the incident was previously dispatched. The freed incident may be held until the original unit clears from the new incident or it may be assigned to another unit.
- A.20.13. The system must allow closed incidents to be updated or displayed.
- A.20.14. Dispatchers and other authorized staff must be able to add comments to any incident record.
- A.20.15. The system must allow an incident to be dispatched while it is being updated.
- A.20.16. All call location information must be captured, whether from the original call or when an officer goes to another site during resolution of the call.
- A.20.17. The system must provide incident recall by command line or preformatted screen.

A.21. Other Incident Related Functions

- A.21.1. A command will be provided to allow an assigned unit to be exchanged for another available unit.
- A.21.2. The system will support a command to clear a unit from an incident and return the incident to the pending queue where it may be dispatched to another unit.
- A.21.3. The system will allow the transfer of pending incidents from one dispatcher to another.
- A.21.4. The system must be able to display active/pending incidents by area and incident status.
- A.21.5. A dispatcher may transfer the responsibility of an incident to another dispatcher.
- A.21.6. Selected authorized staff must be able to query data without interfering with the operations staff.
- A.21.7. The system must record the true history of each call from the point of call entry (e.g., unit recommendations stay attached to call history).

A.22. Incident Searches

- A.22.1. The system will support incident recall using either the command line or preformatted screen.

- A.22.2. Incident searches can be performed interactively using the following parameters:

- Incident number
- Date range
- Time range
- Geographical area
- Incident type
- Complainant's name
- Complainant's phone #
- Driver's name
- Vehicle association
- Any assigned unit
- Any assigned officer
- Incident location
- Disposition
- Calltaker ID
- Dispatcher ID

- A.22.3. The searches will allow the user to page through all incidents that match the search criteria.

- A.22.4. All searches must be able to be sent to the printer.

A.23. Calltaker, Dispatcher, and Supervisory Mapping

- A.23.1. The CAD system must be provided with a tightly integrated mapping application.

- A.23.2. The map application must run on the same workstation as the CAD application client software.

The maps must be resident on the CAD workstation for optimal local, wireless, and remote performance.

The mapping application may be utilized in a wireless mode supporting in-car mapping as an option.

The mapping applications must graphically depict all active incident and unit information for the position.

The mapping application must utilize the same coloring and textual information as CAD. For instance, if the CAD system displays "EN" and a green color for enroute, the mapping application will do the same.

Single point maintenance for CAD and mapping functions are mandatory. It shall not be necessary to define the status Enroute twice.

- A.23.3. The CAD and Mapping applications must utilize the same spatial data.

Single point GIS maintenance of the CAD spatial data is required. The CAD and Mapping application must both receive updates from a single point.

- A.23.4. The mapping application must support sizable windows.

- A.23.5. The mapping application must support multiple map windows open at the same time. For instance, one map might be tracking a specific unit, while another displaying an incident for dispatch.

- A.23.6. The mapping application must support CAD command and mouse operations of zoom and pan functions.
- A.23.7. The mapping application must support unattended operations that cause the map to perform a function when the CAD system performs a function requiring map operations. For instance, when a call is displayed, dispatched, updated, etc., the map is automatically zoomed.
- A.23.8. The map zoom levels must be user defined by agency. For instance, Agency A wants the map zoomed to 1000 feet when recalling a dispatch, while Agency B wants the map zoomed to 2000 feet for the same function.
- A.23.9. The map must interact with the CAD system in the following manner:

The map must zoom in to the incident location when an incident is initiated or updated.

Each unit's status will display as users update units on the CAD system. Users may select the display format for incident information on the graphical map using menu selections.

User may initiate incidents utilizing a "point and click" on the map.

Users may update a unit's status from the map.

Users may update, recall, or dispatch an incident from the map.

Users may select icons on the map and link to Web pages. For instance, an icon might display a weather map of an area by linking to the local news channel weather radar.

User may select layers of the map to turn on and off. For instance, displaying parcels or wrecker/tow zones when needed.

Each agency is able to define what layers of the map get turned on at a zoom level.

The ability to move a unit to another location on the map. Typically utilized in situations where graphical representation of tactical situations is needed.

The ability to pan the map by grabbing a map point with the mouse and moving it.

The ability to select unit(s) and have the map automatically size to display the requested units. With AVL the map will automatically pan to follow the selected unit(s).

The ability to have the CAD system send recommendation requests for shortest path routing to the mapping applications, then display the recommendations to the dispatcher.

Support for a ruler function that will calculate distances between points.

Ability to display drive directions during shortest path recommendations.

Double click on incidents and units to display additional detail as appropriate.

Ability to support both meters and feet distances.

Ability to have maps at any appropriately configured workstation.

Ability to link map icons to Word, Excel, photos, etc. By clicking on the icon, the appropriate document is displayed.

- A.23.10. The mapping system may contain map layers for city and county agencies. Each map layer will contain maps with different levels of detail.

- A.23.11. The maps will be created using different layers that each contains specific information. These layers may be combined to create user-defined views.

A.24. CAD Message System

- A.24.1. The CAD system will support a CAD Email system.

The Email system will be an internal part of the CAD system. Users must not be required to "Alt-Tab" to another windows email application. CAD Email system is to be restricted to CAD and mobile data system environment.

A.24.2. The CAD Email System will support the following features:

Users will be able to create free-form messages.
Users must have the ability to display messages via a single function key.
When a message is received at the destination terminal, it must be signaled to the receiver in some manner such as a counter display and tone.
Users will be able to forward, reply, and delete received messages.
Users will be able to save messages for later review and disposition.
Send Certified Mail. Sends an automatic message back to the sender when the mail is opened.
Send Acknowledgement Required. Requires the recipient to reply to the e-mail before they can delete the message.
Send priority mail messages.
Send mail to a specific person(s) by personnel name or badge number.
Send mail to all on-duty or off-duty personnel.
Send mail to a specific console(s) position(s).
Ability to send mail to mobile unit(s).
Send mail to predefined groups (i.e. all dispatchers, all supervisors, etc.). These maybe any combination of user defined groups such as consoles, personnel, mobile units, etc.
Re-occurring messages. Messages maybe defined to be sent for a defined number of times by hour, days, weeks, months, etc.
The system shall support separate message counters to allow the users to see the number of messages to the position and user signed-on.
The system will allow messages to be routed to any system printer.

A.25. CAD Training Subsystem

- A.25.1. The CAD system must support an on-line training subsystem.
- A.25.2. Any CAD position will be able to sign on in training mode. During the CAD position's sign on procedure, the user will specify training mode.
- A.25.3. The training subsystem must allow for users to sign on as one of the following:
- Calltaker
 - Dispatcher
 - Supervisor

- A.25.4. The CAD training subsystem must support a complete duplicate of "live" CAD system functions. These functions include, but are not limited to:
- Incident initiation functions
 - Address verification functions
 - Incident update functions
 - Incident dispatch functions
 - Unit status update functions
 - Units on and off duty
 - CAD database update (excluding spatial data)
 - Message system functions
- A.25.5. The training system will support the following databases separate from the "live" CAD system:
- Active units
 - Vehicle database
 - Personnel database
 - Incident database (pending, active, closed)
 - Incident types database
 - System configuration databases
- A.25.6. The training system will not impact "live" CAD operations. The training subsystem will run at a lower priority than the "live" CAD system.
- A.25.7. Certain CAD databases in the training subsystem will be shared between the "live" and "training" systems. These include:
- Spatial data (e.g., streets, cross streets)
 - Geographic boundaries (e.g., response zones, districts)
 - Premise database
 - Hazard database
- A.25.8. Updates to the "live" shared databases from training mode will not be possible. The user may access the update process; however, the database update will not occur.

A.26. Reporting Functions

- A.26.1 The system will provide an ad hoc report writer that allows a trained user to create reports from incident data.
- A.26.2. The system will have a report batch monitor that will control the number of reports that may be run at a given time for each CPU.
- A.26.3. The system will have a report scheduler that can schedule reports to be automatically run at user-defined times.

A.26.4. The following CAD management information reports are required:

- Daily/monthly report of response times that includes number of calls, average hold time, average response time, average on scene time
- Daily report summarizing significant events occurring by date/time range
- On-demand report identifying current system load
- Unit log activity report summarizing all unit activity by shift(s), officer(s), unit(s), and date and time range(s)
- Incident history detail report
- Incident summary by incident type occurring by date/time and location
- Incidents by location
- Wrecker Dispatch/Tow report incident, Wrecker Service Name, or date/time range
- Unit availability report
- Officer statistics report that includes statistics for each officer on how time is spent (e.g., encumbered, available, traffic stops, court, physical training)
 - statistical analysis of each officer to group averages for time periods also required

A.27. Miscellaneous CAD Requirements

A.27.1. The CAD system will support the display, update, addition, and deletion of records in the following databases:

- Safety Enforcement Vehicles
- Trooper / Officer Skills & Training
- User defined dispatch recommendation schemes
- Location databases for information such as General premise, hazard file, street closures, other user defined databases
- Security profiles
- Alarm file
- Personnel file
- Special skills file
- Incident types file
- Systems parameters file
- Agency parameters file for multi-jurisdictional definitions
- Disposition Codes
- System Status Management Set-up
- Radio database for radio system integration

- A.27.2. The system must support wrecker dispatch in support of selected incidents. Based on user defined wrecker company file and wrecker zones the system should automatically suggest the appropriate wrecker service.
- Dispatcher must be able to override system suggestion for "by name requests" without disruption of assigned wrecker company rotation within the file.
- System must log all wrecker dispatches with towed vehicle information.
- A.27.3. The system must have a reference file that will allow for easy recall of phone lists, procedure manuals, reference documents.
- A.27.4. Parameter files and tables must be able to be modified and dynamically updated without having to take the system "down".
- A.27.5. The system must provide the ability for supervisors to monitor and control other positions without degradation of system performance.

A.28. Alarms

- A.28.1. The system must provide a three-year location history file.
- A.28.2. The zip code field must accommodate nine digits.
- A.28.3. The system must provide the ability to modify and correct previously entered information and "automatically" rebuild appropriate internal pointers.
- A.28.4. The system must be able to include alpha and numeric characters in the name field.

A.29. CAD System Interfaces

A.29.1 Required:

- Telephone Device for the Deaf (TDD) – Required for each dispatch locations (primary dispatch and supervisor positions), providing CAD workstation users communication with TDD callers.
- Telephone Private Branch Exchange (PBX) – Interface with legacy PBX, COMDIAL DXP, at all dispatch locations to provide auto-population of telephone caller ID information to CAD event caller information form.
- Tennessee Information Enforcement System (TIES) & National Crime Information Center / National Law Enforcement Telecommunications System (NCIC/NLETS) – Providing CAD workstation users TIES/NCIC/NLETS access and required capabilities.
- Operator will be notified of successful transmission of TIES/NCIC message
- Screen formats for entry of information must be consistent with forms in use by the State
- Queries to TIES/NCIC will also include like searches of local databases
- Geographic Information System (GIS) – Required for display of incident/event and unit locations.

Automatic Wrecker/Towing Service Dispatch/Log – Providing automatic queuing of wrecker/towing agencies with ability to select agency for citizen “by name requests” without out disrupting or requiring manual reset of agency queues by wrecker/towing class.

Net Clock – The CAD system must provide and interface for a system net clock.

A.29.2. Options:

Mobile CAD, Mobile Data computer System (MDC) – Interface is to be built to legacy Motorola/SC Premier MDC mobile application & Motorola/SCA Premier Message Switch. CAD system must support digital dispatch, messaging, reporting, and AVL unit position updates to CAD map files.

Record Management System – RMS must support remote workstation report requirements and mobile unit file transfer, archive, and retrieval of field reports and citations.

APCO MEDS Emergency Medical Dispatcher (EMD) software.

Specialized federal, state and local databases (commercial vehicle statistics, missing persons, vehicle registrations, local warrants, etc.).

Automatic Vehicle Location System (AVL) – Providing unit location information for CAD operations.

A.30. System Hardware/Software Requirements

A.30.1. The CAD system proposed will be the manufacturer's most recent model. Equipment at the middle or near the end of its life cycle will not be acceptable. The vendor will describe the model proposed for the Tennessee Department of Safety and its associated components. The vendor will include a configuration diagram as a graphical representation of the system to be provided.

A.30.2. At a minimum supervisor and dispatcher workstations must be an industry standard PC with at least:

- 2.4 GHz Pentium processor
- 1GB of main memory
- 40GB of disk space
- 48X CD ROM
- sound card
- graphics card
- Intel Pro/100 VM network connection
- Quad video card
- Windows 2000

A.30.3. Each CAD dispatcher, supervisor position requires at a minimum a single windows 2000 compatible PC workstation with three (3) VGA monitors with single mouse and keyboard.

- A.30.4. CAD system implementation will include the CAD server suite plus twenty-six (26) remote CAD workstations, and required system administration workstations to be installed as follows:

Phase I: Expected completion date: 110 work days after contract signing

CAD System Definition

CAD System Design

CAD System Construction

CAD servers and administrative workstations are to be installed at 1144 Foster Ave, Nashville TN 37210

THP District 3 Communications Center, 940 R.S. Gass Blvd, Nashville TN 37216– one (1) supervisor & four (4) dispatcher positions

THP District 8 HQ, 20 Van Dr, Jackson, TN 38305 - one (1) supervisor & two (2) dispatcher positions

CAD System Implementation

System Test & Acceptance

Phase II: Expected completion date: 79 work days after completion of Phase I

CAD System Construction

THP District 6 HQ, 1291 South Walnut, Cookeville TN 38501 - one (1) supervisor & two (2) dispatcher positions

THP District 4 HQ, 6348 Summer Avenue, Memphis TN 38134 - one (1) supervisor & two (2) dispatcher positions

THP District 7 HQ, 1209 North Locust Avenue, Lawrenceburg TN 38464 - one (1) supervisor & two (2) dispatcher positions

CAD System Implementation

System Test & Acceptance

Phase III: Expected completion date: 60 work days after completion of Phase II

CAD System Construction

THP District 1 HQ, 7601 Kingston Pike, Knoxville TN 37919 - one (1) supervisor & two (2) dispatcher positions

THP District 2 HQ, 4120 Cummings Highway, Chattanooga TN 37419 - one (1) supervisor & two (2) dispatcher positions

THP District 5 HQ, 184 Joe R. McCary Rd, Fall Branch TN 37656 - one (1) supervisor & two (2) dispatcher positions

CAD System Implementation

System Test & Acceptance

- A.30.5. The proposed system will be directly expandable by **adding**, not replacing hardware. The vendor will describe how the proposed system is expandable in terms of processors, main computer memory, disk drives, and peripheral devices.

- A.30.6. Systems bid must be adequate to process twice the current workload without upgrading.

- A.30.7. The proposed CAD computer system will be fault tolerant or, at a minimum, fully redundant. In an environment in which any incident can potentially develop into a life or death situation, system reliability is paramount. The extremely high reliability achieved by fault tolerance is therefore mandatory. A fault tolerant system is defined as one that will not fail due to any single hardware failure. This means that all critical system components must have a backup that takes over automatically in the event of failure. Should the solution include backup server platforms the primary CAD server must be synchronized with the back-up server in "real-time" ensuring there is no loss of data in the event of switch over.

The vendor will describe the fault tolerant capabilities of the proposed system including processors, I/O controllers, multifunction controllers, disk drives, power supplies, and any tape back-up units.

- A.30.8. Fault tolerance must extend to the application software as well as the hardware. That is, the vendor will provide a system that is specifically capable of avoiding any lost transactions should a major failure occur. Recovery from a failure will occur automatically without any intervention from communications center personnel. Should a processor fail, the system will recover completely and retain all normal functionality.

A.31. System Uptime

- A.31.1. Because of the critical information and communications message switching performed by the CAD system, the hardware proposed must be capable of a minimum **99.999%** uptime.

Uptime is defined as the availability of the application to the user. Having to go through a fail-over sequence to a hot standby so that maintenance, upgrades, and application software enhancements can be performed is unacceptable.

For fault isolation, each CPU must have its own memory; no CPU can share memory with another CPU and each CPU must have its own system clock and run its own copy of the operating system.

A.32. Disaster Recovery

- A.32.1. Disaster Recovery Option.

A disaster recovery option must be included with vendor proposed solution. Disaster recovery can include a secondary, off-line, fully redundant CAD server located at an alternate physical location.

The second server must be fully synchronized with primary CAD server to insure that in the event of a total system failure, system users are able to log onto the backup server and continue CAD operations commenced on primary system without the loss of data.

A.33. Data Communications/Networking

The CAD system will be fully compliant with the State of Tennessee Information Resources Architecture (Attachment B). All requests for exceptions and/or deviations from standards and practices included in the State of Tennessee Information Resources Architecture must be clearly defined by the vendor and submitted in writing to the State for review. Following review of vendor's request the State will notify vendor of approval or disapproval.

A.34. Environmental Considerations

The vendor will describe the proposed systems environmental operating requirements including operating temperatures, floor space requirements, and power specifications.

A.35. Project Implementation

- A.35.1. An overall project manager must be provided for the project.
- A.35.2. The vendor will provide a project implementation plan with appropriate Gantt charts or similar representations of the milestones and timing of the implementation.

As part of the installation plan, the vendor will describe activities to be undertaken as part of the installation. Of particular importance is the identification of activities and/or responsibilities that the vendor would ascribe to the Tennessee Department of Safety during, or as part of the installation.

Explain the procedure for the final acceptance of the new system by Tennessee Department of Safety.

Explain interfaces described.

- A.35.3. The project duration anticipated for the system implementation & installation is 5 months from contract signing to system acceptance for Project Phase I. System Implementation & installation schedules for Project Phases II & III will be determined upon completion of Phase I, however remaining phases are not to exceed 4 months in duration from implementation & installation to system acceptance.

Provide project schedule with highlighted important milestone dates with adequate description of what these tasks included along with a Gantt chart depicting the installation from project start through final acceptance.

Should vendor's schedule exceed (or fall shorter than) anticipated duration, provide an explanation of the variance.

A.36. Maintainability

- A.36.1. The system will have established preventive maintenance and repair schedules and procedures that can be performed while keeping the processes in operation.
- A.36.2. The capability of the system hardware must allow the user to maintain the system without extensive training or tools is required.
- A.36.3. The system must include fault tolerance to ensure that a single disk in a string of disks can be removed and repaired without halting the operation of the other disks in the string. The user will be able to remove and replace these disks while the application and system remain operational.
- A.36.4. Contractor will have an ongoing maintenance/technical support role once the system is operational. Cost quotes are requested for maintenance/support of both system software and hardware over a four-year period (by year).

A.37. Warranty/Maintenance Requirements

- A.37.1. During the warranty period the vendor must respond to all repair calls or system malfunctions 24 hours per day, 365 days per year at no additional cost to the Department of Safety, including on-site repair as required.
- A.37.2. Warranty will begin at time of site system acceptance and be effective for one year, for all hardware and software.
- A.37.3. After the warranty period vendor must respond to all repair calls or systems malfunctions 24 hours per day, 365 days per year, including on-site repair as required, based on the maintenance prices quoted in Attachment 6.4.
- A.37.4. Vendor will have qualified personnel available to respond to major system malfunctions within two (2) hours and to resolve minor system malfunctions within four (4) hours during the warranty period.

A major system malfunction is defined as one in which the entire system is out of service or functionality is degraded to the point that system is not providing the level of coverage or usage required.

A minor system malfunction is defined as one in which some features are inoperative, not rendering the entire system unusable or significantly degraded.

- A.37.5. Vendor must provide the central point of contact and the first level of direct support for all software, 24 hours per day, 365 days for the term of the contract. This includes the operating system, database management system, development tools, report writers, record management system, productivity tools, networking software, external interface software, and the application products.
- A.37.6. Help Desk support service, via toll free telephone call, must be provided.

Help Desk/Technical Support Service must be available 24 hours per day, 365 days per year.
- A.37.7. Vendor must guarantee the availability of replacement parts of like or better quality for the period of eight (8) years after delivery.

A.38. Training Requirements

- A.38.1. Vendor must provide a copy of its training plan supporting this project for approximately two (2) CAD system administrators, eight (8) CAD dispatch supervisors, and fifty-one (51) CAD dispatchers. At a minimum training plan is to include:

Number of hours, training materials provided, and synopsis of systems administrators training for CAD

Number of hours, training materials provided, and synopsis of Dispatch Supervisors training for CAD

Number of hours, training materials provided, and synopsis of Dispatchers training for CAD

Number of hours, training materials provided, and synopsis of training for Train-the-Trainer CAD dispatchers

- A.38.2. All training is to be done on-site. Train the Trainer training will be conducted at the THP District III Communications Building in Nashville 940 R.S. Gass Blvd Nashville TN. User training for Phase I implementation will also be accomplished at the THP District III Communications Building, multiple training periods for each training group must be provided to accommodate department dispatch operational and manning constraints. User training for subsequent implementations is to be accomplished at District CAD installation sites, multiple training periods for each training group must be provided to accommodate department dispatch operational and manning constraints.

A.39. Acceptance Testing

- A.39.1. The selected vendor must certify, in writing to the Tennessee Department of Safety when the system is installed, training is completed, and the system is ready for production use. The acceptance period of 30 consecutive days must commence on the first day following receipt of the notification of completion of the above, at which time operational control becomes the responsibility of the Tennessee Department of Safety.
- A.39.2. To meet a standard of acceptance, the system must operate at an average level of effectiveness of not less than 99 percent for a period of 30 consecutive days.

Average Level of Effectiveness = Total productive operational use
divided by Total scheduled operational use.

All associated downtime during the acceptance period must be documented and submitted to the Tennessee Department of Safety project coordinator.

A.40. Documentation

- A.40.1. During Implementation the vendor will provide a full set of documentation required to operate and maintain the proposed system including hardware, software, computer operations, and training and operations users and reference guides.
- A.40.2. Vendor will provide one electronic and paper master copy from which the Tennessee Department of Safety may make in-house copies.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on 10/01/04 and ending on 9/30/07. The State shall have no obligation for services rendered by the Contractor, which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million and one hundred and forty-three thousand and one hundred and twenty five dollars (\$1,143,125). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A, paragraph A.30.4. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	<u>AMOUNT</u>
Phase I – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase I successful acceptance testing and signoff for commencement of live operations)	Estimated at 55% of Total System Cost
Phase II – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase II successful acceptance testing and signoff for commencement of live operations)	Estimated at 15% of Total System Cost
Phase III – Completion (Inclusive of all system design, installation, implementation, and required training resulting in Phase III successful acceptance testing and signoff for commencement of live operations)	Estimated at 15% of Total System Cost
System Acceptance	Estimated at 15% of Total System Cost

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service, which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or

consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of

Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.

- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Mike Hudgens – TDOS Information Systems
Tennessee Department of Safety
940 R.S. Gass Blvd, Nashville TN 37216-2638
Phone No.: (615) 253-3233
Fax No: (615) 741-4978

The Contractor:

Dan Wright, Contracts Manager
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241 Business Park Boulevard, Madison, Alabama 35758
256-730-8141
256-730-8918

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon

receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract; or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts, which may be due, Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State, which exceed the amount the State, would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.5. Annual Report and Audit. The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor that receives \$500,000 or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Contractor shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractor shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

E.6. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to Two Hundred and Fifty Thousand Dollars (\$250,000.00), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than September 30, 2004. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00), may be substituted if approved by the State prior to its submittal.

E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.9. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.10. HIPAA Compliance. The State and Intergraph Public Safety, Inc. shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Intergraph Public Safety, Inc. warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. Intergraph Public Safety, Inc. warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Intergraph Public Safety, Inc. will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Intergraph Public Safety, Inc. in compliance with HIPAA. This provision shall not apply if information received by the State under this Intergraph Public Safety, Inc. is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

- E.11. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits, which may be brought against the State for infringement of any laws regarding patents, or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.12. Authorized Individuals. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice, which may be given hereunder by the party providing such list. Said lists, which are attached hereto as Attachment A, shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.
- E.13. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.14. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.15. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

IN WITNESS WHEREOF:

INTERGRAPH PUBLIC SAFETY, INC.:



Dan Wright, Contracts Manager

9/24/04

Date

DEPARTMENT OF SAFETY:



Fred Phillips, Commissioner

9/24/04

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:



M. D. Goetz, Jr., Commissioner

10/11/04

Date

DEPARTMENT OF PERSONNEL:

N/A

Randy C. Camp, Commissioner

Date

COMPTROLLER OF THE TREASURY:



John G. Morgan, Comptroller of the Treasury

10/14/04

Date